

# **Exhibit 13**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

MELINDA SGARIGLIA, )  
)  
Plaintiff, )  
)  
vs. ) No. 1:19-cv-05684  
)  
AMERICAN INTERNATIONAL RELOCATION )  
SERVICES, LLC, D.B.A. AIRES, an )  
ILLINOIS LIMITED LIABILITY )  
CORPORATION, NICHOLAS GONRING & )  
KELLY GONRING, )  
)  
Defendants. )

The hybrid deposition of MELINDA SGARIGLIA,  
called for examination, taken pursuant to the Federal  
Rules of Civil Procedure of the United States District  
Courts pertaining to the taking of depositions, taken  
before KELLY A. BRICHETTO, CSR No. 84-3252, Certified  
Shorthand Reporter, of the State of Illinois, taken at  
Suite 3200, One North Franklin, Chicago, Illinois, on the  
13th day of February, 2023, at 10 a.m.

Job No. CS5706285

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- - - - -

7 ALSO PRESENT:

8 ANDREW WATTS

9 Kelsey Gonring (Via Zoom)

1	TRANSCRIPT INDEX	
2	APPEARANCES . . . . .	2
3		
4	INDEX OF EXHIBITS . . . . .	4
5		
6	EXAMINATION OF MELINDA SGARIGLIA	
7	BY MR. KOJS . . . . .	6
8	BY MR. GOOD . . . . .	81
9	BY MR. FINFER . . . . .	86
10	BY MR. KOJS . . . . .	168
11	BY MR. GOOD . . . . .	174
12		
13	REPORTER'S CERTIFICATE . . . . .	181
14		
15	EXHIBIT CUSTODY	
16	COURT REPORTER RETAINED PLAINTIFF'S EXHIBITS 1-8	
17	ATTORNEY RETAINED PLAINTIFF'S EXHIBIT 9	
18	ATTORNEY RETAINED ALL GONRING MARKED EXHIBITS	
19		
20		
21		
22		
23		
24		

1	INDEX OF EXHIBITS		
2	NUMBER	DESCRIPTION	IDENTIFIED
3	Exhibit No. 1	Condominium Real Estate Purchase and Sale Contract	46
4	Exhibit No. 2	Addendum to the Purchase and Sale Agreement	49
5	Exhibit No. 3	Seller's Property Disclosure Statement	35
6	Exhibit No. 4	Residential Real Property Disclosure Report	58
7	Exhibit No. 5	6-14-18 letter Thomas Hawbecker to Sarah Wilkins	60
8	Exhibit No. 6	Attorney Modifications Response Letter	61
9	Exhibit No. 7	Attorney Modification Second Response Letter	64
10	Exhibit No. 8	Plaintiff's Answers to Aires First Interrogatories	66
11	Exhibit No. 9	Excel spreadsheet	68
12	Gonring No. 1	Aires Disclosure	93
13	Gonring No. 2	Letter of 5-7-18	92
14	Gonring No. 3	9-10-18 meeting minutes	100
15	Gonring No. 4	Gonring 2044-2045	106
16	Gonring No. 5	Plaintiff's Bates stamp 645	109
17	Gonring No. 6	Purchase order for the mold work	121
18	Gonring No. 7	Association's 22.1 Disclosure	123
19	Gonring No. 8	ESI Report	148
20	Gonring No. 9	BRAL Report	153
21			
22			
23			
24			

Page 6

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
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1 (Witness sworn.)

2 WHEREUPON:

3 MELINDA YOUNG,  
4 called as a witness herein, having been first duly sworn,  
5 was examined and testified as follows:

6 DIRECT EXAMINATION

7 BY MR. KOJS:

8 Q. Can you please state your first and last name  
9 for the record and spell it, please.

10 A. Melinda Young, Y-O-U-N-G.

11 Q. Do you mind if I call you Melinda throughout  
12 this?

13 A. I don't mind.

14 Q. Thank you. Have you ever given a deposition  
15 before?

16 A. No.

17 Q. All right. So I'm sure your attorney went  
18 through some of the ground rules before, but obviously  
19 I'll be asking questions today. If you don't mind, just  
20 let me finish my question and then you answer. I'll let  
21 you answer before I start my next question.

22 A. Who are you?

23 Q. Kevin.

24 A. And you are?



1           Q.     I represent American International Relocation  
2     Services.

3                     As you see, we have members on Zoom as well.  
4     They might have some questions at the end or later on.  
5     Then obviously we have a court reporter here, so just  
6     make sure your answers are out loud. Sometimes when you  
7     say yes or no you might shake your head up and down.  
8     It's hard for her to get that, so if you wouldn't mind  
9     just saying it verbally.

10                    If you need a break at any time, we could  
11    take a five-minute break, ten-minute break to use the  
12    restroom. Just make sure if I have a question pending  
13    you answer before we take a break. Okay?

14           A.     Yeah. I need a break from 1:55 until 3  
15    o'clock.

16           Q.     Okay.

17                    MS. OSHANA: I sent you that e-mail.

18                    MR. KOJS: Yeah.

19    BY MR. KOJS:

20           Q.     I'm going to go through some background stuff  
21    with you and then we'll get to the meat of the case.

22                    What is your date of birth?

23           A.     6-13-75.

24           Q.     Are you married?

1 A. No.

2 Q. Do you have any children?

3 A. Yes.

4 Q. How many children do you have?

5 A. Three.

6 Q. And where do you currently live?

7 A. 2726 West Cortez, Unit 1.

8 Q. How long have you lived there?

9 A. Since 2018.

10 Q. What's your highest level of education?

11 A. MBA.

12 Q. Where did you get your MBA at?

13 A. Chicago Booth.

14 Q. Did you get your undergraduate degree there  
15 too?

16 A. No.

17 Q. Where did you get your undergraduate degree?

18 A. Northwestern.

19 Q. What was it in?

20 A. English international studies.

21 Q. When did you graduate undergrad?

22 A. 1997.

23 Q. When did you get your MBA?

24 A. 2003.

1 Q. Do you have any other education?

2 A. No.

3 Q. Are you currently employed?

4 A. No.

5 Q. When were you last employed?

6 A. November.

7 Q. Of 2022?

8 A. Yes.

9 Q. What was your job?

10 A. Program manager.

11 Q. Who did you -- who was your employer?

12 A. Meta.

13 Q. How long were you employed there?

14 A. Year and three months.

15 Q. And why did you end up leaving there?

16 A. I was laid off.

17 Q. How about before Meta, where were you  
18 employed?

19 A. I was unemployed before Meta.

20 Q. When were you last employed before Meta?

21 A. 2020.

22 Q. Where were you employed then?

23 A. Nuveen.

24 Q. What was your job title there?

1 A. Program manager.

2 Q. How long were you employed there for?

3 A. Since 2016.

4 Q. All right. So we're here today to talk about  
5 the purchase of the condo at 2726 West Cortez Street,  
6 Unit 1, Chicago, 60622. That's the correct address;  
7 right?

8 A. Yes.

9 Q. So prior to buying that condo when -- do you  
10 recall when you first started looking at condos or houses  
11 or anything?

12 A. I'd been looking for about a year.

13 Q. Okay. What was your prior address?

14 A. 1012 North California.

15 Q. How long did you live there for?

16 A. Three years.

17 Q. Did you own that?

18 A. No.

19 Q. Prior to owning the unit on Cortez Street did  
20 you own any other property?

21 A. Yes.

22 Q. When was the last time you owned a property?

23 A. 2015.

24 Q. Was that a house, condo?

1 A. A house.

2 Q. Where was that located?

3 A. In Logan Square.

4 Q. How long did you live there for?

5 A. Since 2008.

6 Q. And then prior to that did you own any other  
7 properties?

8 A. Yes.

9 Q. Where did you own a property at prior to  
10 that?

11 A. Logan Square.

12 Q. And how long did you live at that property  
13 for?

14 A. Three years.

15 Q. And then prior to that --

16 MR. MCCARTHY: I'm not hearing some of the  
17 answers. I don't know -- if the witness could speak up.  
18 I don't know if other people on Zoom -- sometimes there's  
19 just no answer coming through.

20 MR. GOOD: I am having a problem too. When  
21 she says yes, I hear it. When she says other things, the  
22 first word I don't always hear.

23 MS. OSHANA: Could you speak up?  
24

1 BY MR. KOJS:

2 Q. So prior to the one we just talked about did  
3 you own any other properties?

4 A. Yes.

5 Q. And then what years were those?

6 A. 2001 to 2003.

7 Q. Where was that property located?

8 A. River North.

9 Q. How about prior to 2001?

10 A. No.

11 Q. All right. So before buying the property at  
12 Cortez you owned three different properties?

13 A. Yes.

14 Q. Did you own all those by yourself?

15 A. No.

16 Q. Can you just go through each one and say who  
17 you owned them with?

18 A. 2125 North Albany I owned with my ex-husband.  
19 The property before that in Logan Square I owned with my  
20 husband, and the property before that I owned by myself.

21 Q. And then the two you owned with your  
22 ex-husband, were you a big part of that process?

23 A. Yes.

24 Q. You read through all the documents, met with

1       your real estate attorney, whoever you needed to meet  
2       with?

3             A.       I worked with a real estate attorney.

4             Q.       Okay. Were you there for inspections on  
5       those homes?

6             A.       Yes, I was there for the inspection.

7             Q.       Did you have to take out a mortgage on those  
8       two?

9             A.       Yes.

10            Q.       Were you -- did you have to sign the  
11       mortgage? You signed off on it?

12            A.       I had to sign a mortgage when I bought that  
13       property.

14            Q.       Okay. So would you say you have some  
15       familiarity with going through the process of buying a  
16       property?

17            A.       I have some familiarity as a buyer.

18            Q.       And then when did you first visit the Cortez  
19       property prior to buying it?

20            A.       In 2018.

21            Q.       Do you know which month?

22            A.       I don't recall.

23            Q.       Obviously sometime prior to July?

24            A.       Yes.

1           Q.     How many times did you visit the property  
2 before you bought it?

3           A.     Once.

4           Q.     And when you visited, was it by yourself,  
5 real estate agent, anybody else?

6           A.     With my real estate agent.

7           Q.     What's the name of your real estate agent?

8           A.     I don't recall her name right now.

9           Q.     Had you used her for those prior three  
10 properties?

11          A.     No.

12          Q.     How did you find this real estate agent?

13          A.     She was referred to me.

14          Q.     By who?

15          A.     A friend.

16          Q.     Do you know what agency she worked at, the  
17 real estate agent?

18          A.     @properties.

19          Q.     Would you be able to find out the name at  
20 some point after the deposition maybe?

21          A.     Yes.

22          Q.     Do you know how long she had been a real  
23 estate agent?

24          A.     No.



1           Q.     Do you know the approximate age of the real  
2     estate agent?

3           A.     No.

4           Q.     Would you say she's over 40, under 40?

5           A.     I don't know.

6           Q.     Did it seem like she had a lot of experience  
7     in the real estate industry?

8           A.     I don't know.

9           Q.     Did you feel comfortable with her?

10          A.     Yes.

11          Q.     Did you look at any other properties while  
12     you were looking to buy this one?

13          A.     Yes.

14          Q.     How many properties do you think you looked  
15     at?

16          A.     Maybe five, six.

17          Q.     And then when you visited the Cortez  
18     property, was it currently occupied?

19          A.     Yes.

20          Q.     Were the owners there when you took a visit  
21     there?

22          A.     No.

23          Q.     Then when did you first decide to put an  
24     offer in?

1 A. May.

2 Q. Of 2018?

3 A. Yes.

4 Q. Then who conveyed the offer?

5 A. I don't understand your question.

6 Q. I mean who let them know or who let the prior  
7 owners know that you were putting an offer in, was it  
8 your real estate agent?

9 A. Yes.

10 Q. Do you know how she communicated the offer to  
11 them?

12 A. No.

13 Q. Did she ever tell you the names of the owners  
14 there at the time?

15 A. No.

16 Q. Then after you put your offer in was there  
17 any sort of negotiations?

18 A. Yes.

19 Q. Do you know what your initial offer was?

20 A. I don't recall.

21 Q. Approximately how long were the negotiations,  
22 a couple weeks, a month?

23 A. Maybe a month.

24 Q. And then do you know -- after you agreed on a

1 price, do you know when the inspection was done?

2 A. I don't recall how long before or after the  
3 inspection was done.

4 Q. Do you know who performed the inspection?

5 A. Yes.

6 Q. Who was it?

7 A. Windy City Inspection.

8 Q. Do you know the actual inspector that came  
9 out?

10 A. His name's in the paperwork.

11 Q. You don't know off the top of your head right  
12 now?

13 A. No.

14 Q. Was that somebody that you reached out to or  
15 your real estate agent found them for you?

16 A. My real estate agent referred them.

17 Q. Had you ever used Windy City Inspectors on  
18 your prior houses?

19 A. No.

20 Q. Were you there for the inspection?

21 A. Yes.

22 Q. Was anybody else there?

23 A. My real estate agent.

24 Q. So you, the real estate agent and the

1 inspector?

2 A. Yeah, and I think the real estate agent for  
3 the seller was there as well.

4 Q. Do you know the name of the real estate agent  
5 for the seller?

6 A. No.

7 Q. Was it a male, female?

8 A. A male.

9 Q. Did he ever tell you who the owners of the  
10 house were?

11 A. No.

12 Q. Then how long was the inspection for?

13 A. I don't recall.

14 Q. Were you following the inspector around while  
15 he was doing it or did you stay in one room?

16 A. I don't recall.

17 Q. Do you know if you asked any questions during  
18 the inspection?

19 A. I did.

20 Q. What sort of questions did you ask?

21 A. There was a light that was not functioning.  
22 The rear slider wasn't functioning.

23 Q. Did you bring that up to him or did he let  
24 you know?

1           A.     We both discussed it. I don't know who  
2 brought what up to who.

3           Q.     Besides those two things was there anything  
4 else that was brought up?

5           A.     I don't recall.

6           Q.     Did you ever look over the inspection report  
7 that he completed?

8           A.     Yes.

9           Q.     Did you have any questions about it?

10          A.     Yes.

11          Q.     What sort of questions did you have?

12          A.     He had some recommendations, so I asked him  
13 about the recommendations. I asked him specifically  
14 about a couple of the issues that I noticed myself.

15          Q.     And those issues were the light and you said  
16 rear slider?

17          A.     Um-hum. Yes.

18          Q.     Was there anything else?

19          A.     I don't recall.

20          Q.     What sort of recommendations did he have?

21          A.     I don't recall him having recommendations.

22          Q.     Was there anything he thought was concerning?

23          A.     There was some information on a page about  
24 things that he found during the inspection.

1 Q. Anything you remember?

2 A. I'd have to look at the document.

3 Q. Okay. Did he ever discuss any sort of water  
4 damage or water issues or find anything?

5 A. There was water damage in the exterior of the  
6 basement entrance to the building.

7 Q. And was that part of your unit or was that  
8 part of the condo as a whole?

9 A. It was the condo.

10 Q. How many units were there?

11 MS. OSHANA: Just so -- when you say "condo,"  
12 you're saying the Condo Association?

13 MR. KOJS: Yeah.

14 MS. OSHANA: You're saying -- you're not  
15 talking about the unit itself?

16 MR. KOJS: Yeah.

17 MS. OSHANA: Okay.

18 BY THE WITNESS:

19 A. Can you repeat the question, please.

20 BY MR. KOJS:

21 Q. Yeah. How many units were in the Condo  
22 Association?

23 A. Three.

24 Q. Did the inspector inspect anything else

1       besides your unit?

2               A.       We walked around the building.

3               Q.       Did he notice anything else besides the, you  
4       said the water damage in the basement area, the door?

5               A.       As I said before, I'd have to look at the  
6       document.

7               Q.       So you just remember the -- was it the  
8       entrance to the basement?

9               A.       Yes.

10              Q.       What sort of water damage did he see?

11              A.       The molding was black and it had expanded.

12              Q.       Did he say how that occurred or what his --

13              A.       I don't recall.

14              Q.       Did you ever bring that up with the prior  
15       owners or anybody that lived in the other units?

16              A.       I don't recall.

17              Q.       How close is that area to your unit?

18              A.       Three feet.

19              Q.       Where was it located, like the back of your  
20       unit?

21              A.       There's a door from the exterior basement of  
22       my unit three feet and then the door to the exterior of  
23       the building.

24              Q.       Did that concern you at all that there was

1 water damage there and some black mold or maybe not black  
2 mold but mold in the area you said?

3 A. I don't know what it was.

4 Q. Did that concern you at all though?

5 A. I had concerns about -- that I spoke with my  
6 real estate attorney about.

7 Q. What did you guys speak about?

8 A. You'd have to check the e-mails. It's in the  
9 e-mails.

10 Q. You don't remember off the top of your head?

11 A. No.

12 Q. Then I have the official purchase date as  
13 July 25th, 2018. Does that sound accurate?

14 A. If that's what the documents say, then that's  
15 accurate.

16 Q. Do you know when you would have moved in?

17 A. Probably a few days later.

18 Q. Do you know when the prior owners had moved  
19 out?

20 A. I don't know the date they moved out, no.

21 Q. When did you first start to notice any issues  
22 with the unit or the whole building in general?

23 A. I received an e-mail approximately six weeks  
24 after I moved in.



1 Q. Who did you receive an e-mail from?

2 A. John Gorr.

3 Q. Who is John Gorr?

4 A. He was the owner of Unit 3.

5 Q. Was he the President of the HOA?

6 A. Yes.

7 Q. What did the e-mail say?

8 A. That there had been issues in the building  
9 for quite some time, that it was -- he was not sure what  
10 the former owners had communicated to me prior to  
11 closing, that they were aware of the issues in the  
12 building and their unit, that it was an unfortunate way  
13 to meet each other.

14 Q. Is there any reason he randomly sent you an  
15 e-mail six weeks after you moved in about this?

16 A. He failed a mold test as he was trying to  
17 sell his unit.

18 Q. In his unit he failed a mold test?

19 A. Yes.

20 Q. And that prompted him to send an e-mail to  
21 you?

22 A. Yes.

23 Q. Did he send it to Unit 2 as well?

24 A. Yes.

1           Q.     You mentioned he said former owners. Did he  
2 mention who the former owners were?

3           A.     I don't know if he said that in the e-mail,  
4 if he said their names. He said -- I don't know.

5           Q.     Is it your understanding the former owners  
6 that actually lived in your unit were Kelsey and Nicholas  
7 Gonring?

8           A.     Yes.

9           Q.     So as you sit here now, when John sent that  
10 e-mail and said the former owners were aware of this, you  
11 would imagine that was Kelsey and Nicholas Gonring?

12          A.     Yes.

13          Q.     Then what did John -- what do you remember  
14 John saying in that e-mail? Was he saying there was  
15 issues with the whole building, your unit specifically?

16          A.     As I said before, I recall him saying that  
17 there were issues with the building and the unit.

18          Q.     When you say "the unit," you're referring to  
19 yours?

20          A.     Yes.

21          Q.     Do you remember if he had said anything  
22 specifically about your unit?

23          A.     I don't remember.

24          Q.     Then did you respond to that e-mail?

1 A. Yes.

2 Q. Do you recall what you said back?

3 A. That I was shocked.

4 Q. So that was something -- you had no idea  
5 about all these issues to your unit and the building  
6 itself?

7 A. That's correct.

8 Q. So after responding, you said you were  
9 shocked, you know, what kind of happened after that?

10 A. I asked that the HOA convene a meeting to  
11 discuss what was going on.

12 Q. Did that meeting ever occur?

13 A. Yes.

14 Q. Do you know approximately when it occurred?

15 A. It's in the e-mails.

16 Q. Do you know if it was shortly after John sent  
17 that first e-mail to you?

18 A. Yes.

19 Q. Prior to John e-mailing you six weeks after  
20 you moved in had you met him before?

21 A. No.

22 Q. Had you met the owners of Unit 2?

23 A. No.

24 Q. That first HOA meeting you were at, who was

1 all there?

2 A. John Gorr was there, Ryan Brown was there and  
3 myself.

4 Q. You said Ryan Brown?

5 A. Yes.

6 Q. Was he the Unit 2 owner?

7 A. Yes.

8 Q. So it was just the three of you?

9 A. Yes.

10 Q. Did you meet in person?

11 A. Yes.

12 Q. Where did you meet?

13 A. In my house.

14 Q. What do you recall being discussed at that  
15 meeting?

16 A. It's all in the e-mail, and the meeting  
17 minutes reflect that. We discussed that there were  
18 significant water issues in the building, that all three  
19 unit owners had experienced water damage in their units,  
20 that all three were aware of water damage in their  
21 building and in their units and that no one had done  
22 anything about the water that had been infiltrating the  
23 units since 2012.

24 Q. What was your initial reaction to hearing

1       that?

2               A.     As I said before, I was shocked.

3               Q.     After that meeting concluded did you reach  
4       out to your real estate agent or anybody else that was  
5       part of the process of you buying the condo?

6               A.     Yes.

7               Q.     Who did you reach out to?

8               A.     My closing attorney.

9               Q.     Who was?

10              A.     Hawbecker & Langveld.

11              Q.     Did you have a specific attorney you were  
12     dealing with?

13              A.     Hawbecker.

14              Q.     Do you know the first name?

15              A.     Thomas.

16              Q.     Had you ever used them in your prior  
17     properties?

18              A.     No.

19              Q.     How did you get to the point where you used  
20     them for this purchase?

21              A.     My real estate agent referred me.

22              Q.     What were your impressions of Thomas?

23              A.     What are you asking me?

24              Q.     Just in general with him, you know, working

1 with you closing. Did you feel he was experienced  
2 enough?

3 A. Yes.

4 Q. When you first reached out to him after that  
5 HOA meeting, do you know how you communicated to him?

6 A. Yes. I called him.

7 Q. Do you recall what you told him?

8 A. I told him there was significant water damage  
9 in the building and in the units that had not been  
10 disclosed to me and I asked what -- if he knew of an  
11 attorney that I could speak to.

12 Q. Did he refer you to someone?

13 A. He did.

14 Q. Who did he refer you to?

15 A. I don't recall that person's name.

16 Q. Did you ever reach out to them?

17 A. Yes.

18 Q. What did you tell them?

19 MS. OSHANA: Tell who?

20 MR. KOJS: The attorney.

21 MS. OSHANA: Attorney/client privilege.

22 Objection.

23 BY MR. KOJS:

24 Q. Did you end up hiring them?

1 A. No.

2 Q. Why did you not hire them?

3 A. They were located in the suburbs and he told  
4 me that --

5 MS. OSHANA: Objection. Don't talk about it.

6 BY MR. KOJS:

7 Q. So they were just located in the suburbs and  
8 you didn't feel comfortable?

9 A. They were located in the suburbs.

10 Q. Did you ask Thomas to refer you to anybody  
11 else?

12 A. No.

13 Q. Did you end up -- were you searching any  
14 other attorneys to talk to?

15 A. Yes.

16 Q. Who did you next reach out to?

17 A. Ms. Oshana.

18 Q. Did you hire her shortly after reaching out  
19 to her?

20 A. Yes.

21 Q. Did you have any other HOA meetings to  
22 discuss these issues?

23 A. Yes.

24 Q. When was your next one after the first one?

1 MR. MCCARTHY: Counsel, you're muted.

2 (Brief pause.)

3 MR. KOJS: Do you mind rereading the last  
4 question?

5 (Requested portion of the  
6 record read.)

7 BY THE WITNESS:

8 A. Very soon after.

9 BY MR. KOJS:

10 Q. Was that meeting in person?

11 A. Yes.

12 Q. Where was that located?

13 A. In my unit.

14 Q. What was discussed during that meeting?

15 A. We started to discuss what was gonna be the  
16 next step.

17 Q. Did you guys agree on the next step?

18 A. We discussed options for next steps.

19 Q. Which were?

20 A. Getting more information about what was going  
21 on, what the issue was in Unit 3 in greater detail, what  
22 was going on with his sale and how we would find out what  
23 was going on with the water damage in the building.

24 Q. When you say get more info, what do you mean?



1           A.     Well, John had disclosed that there had been  
2     issues since 2012. He disclosed that all unit owners  
3     were aware. He disclosed that he -- I don't think he  
4     knew what we were gonna do next, and Ryan said that his  
5     unit was under contract and they wanted to do something  
6     quickly so that his sale could go through.

7           Q.     So Ryan was selling his unit, Unit 2?

8           A.     Yes. All three owners were selling their  
9     units all at the same time.

10          Q.     Did you know if it was because of these  
11     issues that were brought up?

12          A.     I came to understand that later, yes.

13          Q.     Did they tell you that or you're just kind of  
14     assuming based on --

15          A.     It's pretty clear from the evidence they were  
16     all colluding together. They knew.

17          Q.     When you say "they all," who do you mean?

18          A.     The Gonrings, the Gorrs and Ryan and Ada  
19     Brown.

20          Q.     Is Ada Brown Ryan's spouse or partner?

21          A.     Something. I don't know if they were married  
22     or not.

23          Q.     But they both lived in Unit 2?

24          A.     Yes, they did.

1 Q. Did John live with anybody?

2 MR. GOOD: Sorry to interrupt.

3 MR. KOJS: Yes.

4 MR. GOOD: Never mind. It's fixed.

5 (Brief pause.)

6 BY MR. KOJS:

7 Q. Did John live by himself?

8 A. John had moved out of the unit and had not  
9 been living there.

10 Q. When you say all of them were kind of  
11 colluding to keep it a secret, are you saying that based  
12 off the -- all those e-mails you read or what are you  
13 basing that off of?

14 A. The e-mails I read. The next door neighbor  
15 told me that the Gonrings couldn't wait to get out of  
16 there. I asked the neighbors if they were aware. Other  
17 neighbors told me that they knew there were water issues.

18 Q. Do you know the names of the neighbors you  
19 spoke to?

20 A. One was Brian. Brian lives on east side  
21 third floor.

22 Q. When you say "east side" -- I haven't looked  
23 at the actual area itself, but was there another building  
24 attached to yours or --

1           A.     No.

2           Q.     -- just next property over?

3           A.     The next property.

4           Q.     Did you go over there and like knock on their  
5 doors and inquire about your unit in your building?

6           A.     I spoke with them from my back door and I  
7 spoke with them out in front of my building.

8           Q.     And you were just investigating if they knew  
9 anything about your building and unit?

10          A.     That's correct.

11          Q.     Do you know if they spoke with the Gonrings  
12 personally about it?

13          A.     My neighbor spoke with the Gonrings  
14 personally about it.

15          Q.     Did it seem like they were friends?

16          A.     No, it did not.

17          Q.     Do you know if those neighbors spoke to Unit  
18 2 or Unit 3?

19          A.     I know that Brian spoke with Unit 3.

20          Q.     Do you know if Brian still lives there today?

21          A.     No, he does not.

22          Q.     Do you still keep in touch with Brian?

23          A.     I haven't spoken with him as of late.

24          Q.     When was the last time you spoke with him?

1           A.     In the fall of this year, 2022.

2           Q.     Was it related to the issues we've been  
3 talking about?

4           A.     No. That was related to his sale.

5           Q.     Do you know if he'd ever been into your unit  
6 or any of the other units?

7           A.     I don't know.

8           Q.     Do you recall what he specifically said  
9 besides just saying there's, you know, been issues there,  
10 he knows the Gonrings wanted to sell?

11          A.     Those are the issues that I'm aware of, and  
12 then the other neighbor told me that the Gonrings heard  
13 water running through their walls.

14          Q.     Do you know approximately when that would  
15 have been?

16          A.     She told me that, this was before my sale,  
17 that they couldn't wait to get out of there.

18          Q.     Who's she?

19          A.     The neighbor who filled out the affidavit.  
20 Her name is Randi.

21          Q.     Was she in the same building as Brian?

22          A.     No. She was in the building on the west  
23 side.

24          Q.     How did you meet Randi?

1           A.     I said hello to her as she was coming in the  
2 door to her unit.

3           Q.     Would that have been back at some point in  
4 2018?

5           A.     Yes.

6           Q.     How many times do you think you've spoken  
7 with her?

8           A.     Five.

9           Q.     Were they all -- all the conversations in  
10 regards to your property or your unit?

11          A.     No.

12          Q.     How did she know about the issues with the  
13 water in the walls?

14          A.     She spoke to the Gonrings.

15          Q.     Do you know when she spoke to the Gonrings  
16 about it?

17          A.     I'd have to look at her affidavit.

18          Q.     Besides Randi and Brian do you know anybody  
19 else you might have spoke to, any of the other neighbors?

20          A.     I don't recall.

21          Q.     Then we've spoken a little bit about the  
22 e-mails prior to you owning that property. Do you know  
23 when you received all those?

24          A.     It was September, October of 2018.

1 Q. Who sent them to you?

2 A. John and Ryan and then the e-mails that Gorr  
3 also produced as part of his discovery or whatever he had  
4 to produce.

5 Q. You might have told me but did they say how  
6 long these issues had been going on?

7 A. Yes.

8 Q. How long?

9 A. Since 2012.

10 Q. And did you ask if there was any  
11 correspondence or they just let you know hey, we've been  
12 talking about this for the last six years, we have  
13 e-mails?

14 A. I asked them to release that information to  
15 me under Condo Association laws.

16 Q. Did you read through all the e-mails they  
17 sent you?

18 A. Yes.

19 Q. What was your initial reaction?

20 A. I was shocked.

21 Q. Do you recall what you ascertained from those  
22 e-mails when you first read them?

23 A. Yeah, that this was a nightmare.

24 Q. And all the e-mails that were sent to you,

1       were they discussing issues with the property and the  
2       three units?

3             A.       Yes, Kelsey, Nick, Ryan and John were all  
4       discussing the issues with the unit and with the  
5       building.

6             Q.       Kelsey and Nick Gonring; right?

7             A.       That's correct.

8             Q.       Do you remember specifically what they were  
9       referencing?

10            A.       I don't understand your question.

11            Q.       Do you know if they specifically said any  
12       issues with the property like your unit itself or the  
13       exterior of the building?

14            A.       Leaking windows, doors, vents, ceilings,  
15       walls.

16            Q.       Did they say anything specifically about Unit  
17       1?

18            A.       Yes.

19            Q.       What did they say in those e-mails?

20            A.       That Unit 1 was having water leaking in their  
21       windows.

22            Q.       Was that Kelsey or Nick that said that in the  
23       e-mails?

24            A.       They were e-mails John Gorr forwarded me from

1 the Mulligans who owned the property before the Gonrings  
2 purchased it that the Gonrings received.

3 Q. Do you know when the Gonrings purchased Unit  
4 1 from the Mulligans?

5 A. Not off the top of my head, no.

6 Q. Do you know if in 2012 whether the Mulligans  
7 or Gonrings owned the property?

8 A. Mulligan owned the building in 2012.

9 Q. Owned Unit 1?

10 A. No. Yes, he owned Unit 1.

11 Q. So those e-mails that John provided you, you  
12 saw the Mulligans on there and the Gonrings on there?

13 A. Yes.

14 Q. Do you remember specifically anything about  
15 the actual building itself not just your unit that they  
16 discussed in those e-mails?

17 A. Yes. I said the windows, the doors, the  
18 walls, the roof, the ceiling.

19 Q. And that was all water damage they were  
20 talking about?

21 A. Yes.

22 Q. Do you know how old the building is?

23 A. The building was built in 2007.

24 Q. Did you ever reach out to the Mulligans or



1 the Gonrings after you discovered these issues?

2 A. Absolutely not.

3 Q. And then after -- well, during that second  
4 HOA meeting, did you discuss having contractors come out  
5 to check on the damage?

6 A. We discussed what our next steps would be,  
7 and I discussed having an inspection done on the building  
8 and the units.

9 Q. Was that eventually done?

10 A. Yes.

11 Q. Were you the one kind of taking lead on all  
12 of this or did you guys --

13 A. Absolutely.

14 Q. -- split it up?

15 You were taking the lead?

16 A. Yes.

17 Q. Do you know who you hired to inspect the  
18 building?

19 A. Steve Hier. He's a water intrusion expert,  
20 specialist and expert in the field when it comes to split  
21 face block.

22 Q. How did you end up hiring him?

23 A. What do you mean?

24 Q. Well, how did you end up having him be the

1       one that inspected your building? Were you referred to  
2       him?

3             A.     Yes, I was referred to him.

4             Q.     Who referred you to him?

5             A.     Andrew Watts.

6             Q.     Do you know approximately when he came out?

7             A.     He came out in September or October of 2018.

8             Q.     Were you there when he came out?

9             A.     Yes.

10            Q.     What did he say after his inspection or  
11       during it?

12            A.     That it was the worst unit, building water  
13       damage he's ever seen in his career.

14            Q.     Did he prepare like an inspection summary?

15            A.     Yes.

16            Q.     Did you read through it?

17            A.     Yes.

18            Q.     Did he have any recommendation for you?

19            A.     Yeah, he recommended some exploratory work to  
20       try to determine how badly the damage permeated through  
21       the units and the building.

22            Q.     Was that something he could do or you had to  
23       hire a separate --

24            A.     No. He's an inspector.

1           Q.     Did he have an opinion of what was causing  
2     the water intrusion and other water damage issues?

3           A.     Yeah, that the block was letting in water,  
4     that whoever -- whatever had been applied to the building  
5     in June had been done incorrectly, that the windows and  
6     doors were improperly flashed, that it was a building  
7     construction issue.

8           Q.     So he thinks this stems from when the  
9     building was built in 2007?

10          A.     It stems from when the building was  
11     constructed and subsequent cheap, non-conforming fixes  
12     that were done to the building by non-qualified  
13     contractors.

14          Q.     What kind of fixes were done?

15          A.     Windows and doors were caulked. Weeps were  
16     sealed. The sealant that was applied was applied  
17     improperly, and it would not keep water from infiltrating  
18     into the block. Flashing was inappropriately done. The  
19     roof was inappropriately installed.

20          Q.     Do you know when all these fixes were done  
21     after the building was constructed?

22          A.     John supplied a document that the -- in his  
23     primary, first e-mail to me that had a history of the  
24     water infiltration into the building along with the

1 various fixes and quotes that he and others had gotten.

2 Q. Do you know when these services were  
3 performed?

4 A. From 2012 all the way up until June of 2018.

5 Q. Do you know who was the one taking the lead  
6 on hiring these contractors?

7 A. Kelsey hired the Arrow company. John hired  
8 some of them as well.

9 Q. What's the Arrow company?

10 A. Arrow is the company that the HOA hired in  
11 June to seal the building, flash, caulk.

12 Q. June of 2018?

13 A. Yes.

14 Q. And Steven, the inspector that you had hired,  
15 he said that was all done improperly?

16 A. Yes. He said that the sealant that was  
17 applied by Arrow had been applied incorrectly, that  
18 caulking should never be done around the windows and  
19 doors, the weeps should never be sealed. Those were the  
20 things he said to me. He also said the building was  
21 inappropriately constructed.

22 Q. After his inspection was done did you have  
23 another HOA meeting?

24 A. Yes.

1           Q.     And the results of the inspection were  
2     discussed I'm assuming?

3           A.     Yes.

4           Q.     What was decided after that HOA meeting?

5           A.     We came up with a scope of work and we  
6     decided to have this bid out. I also had looked at the  
7     ESI report that John provided. That was also provided to  
8     the Gonrings and the entire HOA.

9           Q.     At that point were you, you know, looking for  
10    contractors to come and fix all these issues?

11          A.     We had a scope of work defined and we were  
12    looking for a contractor who could address the issues  
13    that we had identified and adhere to the scope of work  
14    that we put together.

15          Q.     Did you end up hiring different contractors  
16    or just one general contractor who maybe subcontracted  
17    the work out?

18          A.     We bid out the work per the guidelines of  
19    best practices of the Condo Association and we got three  
20    bids on the work and we hired Allendorfer to do the work.

21          Q.     When did he start the work?

22          A.     I don't know. I'd have to look at the first  
23    contract.

24          Q.     Did he end up completing everything?

1           A.     He completed the work that we contracted him  
2     for.

3           Q.     Do you know when he completed his work?

4           A.     I don't know. I'd have to look at the last  
5     contract. 2020 or 2021.

6           Q.     Did you hire anybody else to fix any of the  
7     issues that had been discussed in the HOA meetings?

8           A.     Yeah, we hired Mold Solutions.

9           Q.     Anybody else?

10          A.     Not that I recall.

11          Q.     Do you know when Mold Solutions came out?

12          A.     Yeah, in 2018.

13          Q.     And did they finish the work in 2018?

14          A.     Yes.

15          Q.     Do you know where they discovered mold in the  
16     building?

17          A.     In Unit 3 and inside the walls.

18          Q.     Inside the walls in Unit 3?

19          A.     Yes.

20          Q.     Was there any mold found in your unit?

21          A.     We didn't open up my unit.

22          Q.     Any reason they did not or you did not?

23          A.     I don't recall.

24          Q.     Are Ryan and John still in their respective

1 units?

2 A. John is. Ryan sold his unit.

3 Q. Have you met the new owners in Unit 2?

4 A. I know the unit owner.

5 Q. When did Ryan sell Unit 2?

6 A. You'd have to check his sales contract.

7 Q. Do you know if those owners were aware of all  
8 these issues prior to them purchasing Unit 2?

9 A. Yes.

10 Q. They were aware?

11 A. They were disclosed to. They told the truth.

12 Q. All right. Like I said in the beginning, I  
13 represent American Relocation Services. I'm going to  
14 refer to them as Aires if that's all right, A-R-I-E-S.  
15 Do you know what type of company they are?

16 A. It says relocation service.

17 Q. Had you ever heard of them before this case?

18 A. No.

19 Q. You ever hear of any sort of relocation  
20 service prior to this case?

21 A. No.

22 Q. All right. I'm going to show you what we're  
23 going to mark as Plaintiff's Exhibit 1. It's the  
24 Condominium Real Estate Purchase and Sale Contract for

1       your unit. I'm going to share this with everybody too.

2               MR. GOOD: Thank you.

3               MR. KOJS: Can you guys see it?

4               MR. GOOD: Yes.

5               MR. KOJS: Thank you.

6                               (Exhibit No. 1 marked as  
7                               requested.)

8       BY MR. KOJS:

9               Q. Have you seen this document before?

10              A. Yes.

11              Q. Then if we turn to --

12                      MS. OSHANA: Can you give her the marked  
13       exhibit?

14                      THE REPORTER: Yes.

15       BY MR. KOJS:

16              Q. Can you turn to Page 3 of Exhibit 1?  
17       Paragraph 118, "Buyer's name," is that your name right  
18       there?

19              A. Yes.

20              Q. The line up above it, 117, is that your  
21       electronic signature?

22              A. Yes.

23              Q. Then the same line, 117, "Seller's  
24       Signature," it says "Amanda Flucker." Do you see that?



1 A. Yes.

2 Q. Do you know Amanda?

3 A. No.

4 Q. Have you ever heard of her name?

5 A. I've seen her name in the correspondence.

6 Q. Then just below her signature it says:

7 "Seller's name: Aires as an agent for American  
8 International Relocation Solutions, LLC"?

9 A. I see their name, but they weren't the  
10 seller.

11 Q. But did I read that correctly on the page?

12 A. Yes.

13 Q. When you were going over this document and  
14 signing it, were you confused why Aires was listed as the  
15 seller's name?

16 A. I saw an e-mail that said that Aires was the  
17 seller.

18 Q. Who did you see an e-mail from?

19 A. Sara Wilkins.

20 Q. Who's Sara Wilkins?

21 A. I don't know exactly what her title was. She  
22 was an attorney I think for Aires.

23 Q. Did she send an e-mail directly to you or --

24 A. No.

1 Q. Who did she send it to?

2 A. My attorney.

3 Q. Did your attorney explain who Aires was?

4 A. He told me that they were the seller, the  
5 owner.

6 Q. At this point in time when you were reading  
7 this over and signing it, did you know who the Gonrings  
8 were?

9 A. Yes. I believe there was another document  
10 that had the Gonrings' name on it as the seller.

11 Q. If you knew the Gonrings were the sellers as  
12 well, did you have any confusion that this one listed  
13 Aires but you also knew the Gonrings were selling it?

14 A. The e-mail from Sara said that Aires was the  
15 seller.

16 Q. Then so sticking on Page 3, like I said, the  
17 seller's name, paragraph 118, "Aires as an agent for  
18 American International Relocation Solutions." It doesn't  
19 say Aires as an agent for the Gonrings; correct?

20 A. The document does not say that.

21 MR. KOJS: We're going to mark Plaintiff's  
22 Exhibit 2.

23 (Exhibit No. 2 marked as  
24 requested.)

1 BY MR. KOJS:

2 Q. It is the addendum to the Purchase and Sale  
3 Agreement. Have you seen this document before?

4 A. Yes.

5 Q. If we turn to the last page, Page 3, where it  
6 says "Buyers," is that your signature?

7 A. Yes.

8 Q. It has a date of June 6, 2018?

9 A. Yes.

10 Q. Then seller says "American International  
11 Relocation Solutions" signed by Amanda Flucker?

12 A. It says that, but that's not the case.  
13 Aires never became a contractual owner of the property.

14 Q. On this page it says that though; correct?

15 A. Yes. It's a lie.

16 Q. Did you read through this document before  
17 signing?

18 A. I recall reviewing it with my attorney.

19 Q. Do you recall any questions while going  
20 through it?

21 A. I don't recall.

22 Q. Then if we go to the first page, it's the  
23 third bolded Seller's Representations. Do you see where  
24 I'm looking at?

1           A.     Yes.

2           Q.     It reads: "Any representation by seller  
3 shall be to the best of the seller's knowledge and belief  
4 without requiring investigation. No representation shall  
5 survive the closing unless specifically expressed  
6 herein." So according to this document, the seller would  
7 be Aires; correct?

8           A.     No.

9           Q.     Why no?

10          A.     Aires was not the seller. They never  
11 received the deed. You can't sell something that you  
12 don't own.

13          Q.     But according to this document, the seller is  
14 listed as Aires though; correct?

15          A.     This document doesn't exist because they  
16 never became the contractual owner, so this document is  
17 not a document with any legal standing.

18          Q.     That's fine, but at Page 3 under Seller it  
19 lists Aires; correct?

20          A.     I'm not going to answer the question and say  
21 something illogical. Aires was never the seller.

22          Q.     Okay. But on this document it says that  
23 Aires is the seller?

24          A.     I am not going to tell you something

1        illogical. I'm not going to agree that they are the  
2        seller. They were not the seller. They were never the  
3        owner. You cannot sell something that you don't own.

4            Q.        That's fine if you don't think they're the  
5        seller, but on this page, it lists their name as the  
6        seller?

7            A.        I'm not going to agree to that.

8            Q.        So, what, do you think it's somebody else  
9        that --

10            MS. OSHANA: Counselor, we get the point. On  
11        this piece of paper it reads --

12            MR. KOJS: I need her to say that.

13            MS. OSHANA: Can I finish? On a piece of  
14        paper it does list Aires as the seller. That's the  
15        point. It was not true. So yes, they misrepresented  
16        themselves.

17            MR. KOJS: Okay. Well, we don't need to fight  
18        about it here. I just want her to confirm that's what it  
19        says.

20            MS. OSHANA: I understand. That's what I'm  
21        stipulating to, so you don't need to ask her over and  
22        over again. There is a piece of paper that says that  
23        Aires is the seller. That's a misrepresentation.

24            MR. KOJS: Okay. Are you going to stipulate

1       that the "Seller's Representation" as of this document  
2       would be Aires?

3               MS. OSHANA: I'm sorry?

4               MR. KOJS: Will you stipulate where it says  
5       "Seller's Representation," what I just read, that when  
6       they're referring to "seller" it would be Aires?

7               MS. OSHANA: No. The legal consequences of  
8       this document have to be determined by the court. But I  
9       will tell you that on this piece of paper, whatever is  
10      printed on here, it does exist on this piece of paper.  
11      The legal effect is up to the judge.

12              MR. KOJS: No, we're not arguing legal effects  
13      right now.

14              MS. OSHANA: Right. But you're asking my  
15      client -- are you asking my client is there type that  
16      says seller's authority, things like this, seller's  
17      representation? There are words on this piece of paper.  
18      Yes, they are typed, and the judge will read these words,  
19      so what my client thinks of the words on this piece of  
20      paper, no, I will not.

21              MR. KOJS: That's fine. She can answer that.

22              MS. OSHANA: She is answering that. The piece  
23      of paper -- I'm answering for her. I will stipulate that  
24      the type that's on here does exist, yes.

1 MR. KOJS: So you'll stipulate that any part  
2 where it says seller, we'll fight over the legal part,  
3 but anywhere it says seller according to this paper is  
4 Aires?

5 MS. OSHANA: That's why there's a  
6 misrepresentation. The misrepresentation is Aires saying  
7 that they're the seller on many pieces of paper, and this  
8 is where they lied, yes.

9 MR. KOJS: I understand. But can you just  
10 stipulate that anywhere it says seller, according to  
11 this, it says Aires?

12 MS. OSHANA: Yes, of course. According to  
13 this piece of paper, this is where the misrepresentation  
14 occurred because Aires kept listing itself as the seller.

15 MR. KOJS: Okay.

16 BY MR. KOJS:

17 Q. If we go to "Condition of Premises" just  
18 below "Seller's Representation," it reads, the first  
19 sentence: "Buyer understands that seller is a relocation  
20 management service and has never lived on or in the  
21 property."

22 A. They are not the seller.

23 Q. That's fine. Can you confirm that's what it  
24 says?

1 MS. OSHANA: Counselor, hold on. We're not  
2 going to do this.

3 MR. KOJS: She can't confirm whether or not it  
4 says that?

5 MS. OSHANA: No. Hold on a second. We are  
6 not going to go into does it say this, does it say this,  
7 does it say this. There's a piece of paper. Of course  
8 everything that's typed on this piece of paper is on this  
9 piece of paper. If you want to ask her a question about  
10 her understanding, that's different. But if you're just  
11 saying does this piece of paper say this, the words say  
12 what's on this piece of paper. Why are you going into  
13 that?

14 MR. KOJS: Well, that's my prerogative why I  
15 would go through it.

16 MS. OSHANA: It's ridiculous.

17 MR. KOJS: It's not.

18 MS. OSHANA: Move on. No, it is ridiculous.

19 MR. KOJS: It's a huge speaking objection, and  
20 it's inappropriate.

21 MS. OSHANA: There's a piece of paper in front  
22 of us. We will stipulate that whatever is typed on this  
23 piece of paper does exist. I already stipulated to that.

24 BY MR. KOJS:



1           Q.     All right. I will show you what we'll mark  
2     as Plaintiff's Exhibit 3. It's titled "Seller's Property  
3     Disclosure Statement."

4                                 (Exhibit No. 3 marked as  
5                                 requested.)

6     BY MR. KOJS:

7           Q.     Have you seen this document before?

8           A.     Yes.

9           Q.     If we go to the last page, it says "Seller,  
10    Kelsey and Nicholas Gonring --"

11          A.     Yes.

12          Q.     -- is that correct?

13                   It has your electronic signature as the buyer  
14    on there?

15          A.     Yes.

16          Q.     If we go back to the first page, it says  
17    "Seller" at the top under "property address Nicholas and  
18    Kelsey Gonring"?

19          A.     Yes.

20          Q.     When you were reading through this, was it  
21    your understanding that Nicholas and Kelsey were the ones  
22    that were checking either yes or no or unknown?

23          A.     Yes.

24          Q.     Then sticking on the first page, the first

1 sentence: "Seller must disclose to a buyer all known  
2 material defects about the property being sold." Do you  
3 see that?

4 A. Yes.

5 Q. When it says "seller," your understanding was  
6 that it would be Nicholas and Kelsey Gonring --

7 A. That's correct.

8 Q. -- to disclose that?

9 Then Section 2, "Occupancy" on the first  
10 page, subparagraph A it states: "Do you, seller,  
11 currently occupy the property." It's checked yes. It's  
12 your understanding that, again, seller there would refer  
13 to Nicholas and Kelsey Gonring?

14 A. Yes.

15 Q. If we go to the last page, the last thing on  
16 this document, you see, I think it's the third sentence  
17 in, it's capitalized: "Seller alone is responsible for  
18 the accuracy of the information contained in this  
19 statement." Do you see that?

20 A. Yes.

21 Q. And, again, as seller, you would -- your  
22 understanding was Kelsey and Nicholas Gonring?

23 A. I don't know who was the seller. I had  
24 documents that say Aires is the seller. I had documents

1       that said the Gonrings are the seller. I don't know who  
2       the seller is. Are we going to go through the document  
3       too where they were lying? Go through the documents  
4       where you guys were lying to me too.

5               Q.       But on this document you already said the  
6       seller was, your understanding was Kelsey and Nicholas  
7       Gonring?

8               A.       I don't know who the seller is.

9               MS. OSHANA: At the time or now?

10              MR. KOJS: At the time.

11              MS. OSHANA: I think he's saying at the time.

12       BY THE WITNESS:

13              A.       I don't know. I was told Aires was the  
14       seller.

15       BY MR. KOJS:

16              Q.       Okay. Even though it says "Nicholas and  
17       Kelsey" at the top under "Seller"?

18              A.       At the time I understood Aires was the  
19       seller.

20              Q.       Who did you think Nicholas and Kelsey Gonring  
21       were then?

22              A.       I don't -- I don't -- I don't know. I don't  
23       understand.

24              Q.       So when you were looking through this

1 document and you thought Aires was the seller, did you  
2 ask your real estate agent or anybody why it lists  
3 Nicholas and Kelsey Gonring as the seller at the top?

4 A. I don't recall.

5 THE WITNESS: Can we take a break?

6 MR. KOJS: Yeah.

7 (WHEREUPON, a break was  
8 taken.)

9 I'm going to mark this Plaintiff's Exhibit  
10 4. It's the Residential Real Property Disclosure Report.

11 (Exhibit No. 4 marked as  
12 requested.)

13 BY MR. KOJS:

14 Q. Have you seen this document before?

15 A. Yes.

16 Q. If you go to Page 2, "Seller," is that the  
17 signatures of Kelsey and Nicholas Gonring?

18 A. Yes.

19 Q. And on Page 4, "Seller," again, it's  
20 electronic signatures of Nicholas and Kelsey Gonring?

21 A. Yes.

22 Q. Then back to the first page, seller's name,  
23 Nicholas Gonring and Kelsey Gonring; correct?

24 A. Yes.

1           Q.     Then if we go to paragraph 5 and 6 towards  
2     the middle, paragraph 5 says: "I am aware of leaks or  
3     material defects in the roof, ceilings or chimney," and  
4     it's checked off no; correct?

5           A.     Correct.

6           Q.     On paragraph 6: "I'm aware of material  
7     defects in the walls, windows, doors or floors." Again,  
8     it's checked no?

9           A.     That's correct.

10          Q.     Is it your understanding that Kelsey and  
11     Nicholas checked no on this document?

12          A.     Again, I have no idea who the seller and the  
13     owner are. Aires told me that they were the owner. They  
14     told me they were the seller. I have Nick and Kelsey  
15     Gonring on some documents that say they are the seller.  
16     I have Aires on other documents that say they were the  
17     seller.

18          Q.     Did someone at Aires tell you they were the  
19     owner?

20          A.     The e-mail from Sara Wilkins says they're a  
21     seller. I don't understand how you can sell something  
22     you don't own. I don't understand how you can give me  
23     this that says how the seller becomes the contractual  
24     owner on Exhibit 2.

1           Q.     But Aires just told you they were the seller;  
2     correct?

3           MS. OSHANA:   She just answered it.   Did you  
4     hear what she just said?

5           MR. KOJS:    She -- reread the question and  
6     answer if you don't mind.

7                                 (Requested portion of the  
8                                 record read.)

9     BY MR. KOJS:

10           Q.     Were you on that e-mail from Aires?

11           A.     As I told you before, my attorney shared that  
12     with me.

13           Q.     On this document, the Disclosure Report, is  
14     there any indication that Aires or anybody from Aires  
15     checked any of these boxes or signed anything?

16           A.     I don't see that.

17           MR. KOJS:   All right.   This will be  
18     Plaintiff's Exhibit 5.   It is a June 14, 2018 letter from  
19     Thomas Hawbecker to Sarah Wilkins.

20                                 (Exhibit No. 5 marked as  
21                                 requested.)

22     BY MR. KOJS:

23           Q.     Have you seen this document before?

24           A.     Yes.

1 Q. This was sent from your attorney; correct?

2 A. It would appear so, yes.

3 Q. Did you have any involvement in preparing  
4 this letter?

5 A. We talked about this.

6 Q. If we go to Section 8 on Page 2, subparagraph  
7 E -- you see where I'm at?

8 A. Yes.

9 Q. It reads: "Please verify that the Condo  
10 Association has not experienced any instances of water,  
11 interior or exterior, leaking into the property and/or  
12 any water damage during seller's ownership of the  
13 property. If there have been any such occurrences,  
14 please provide dates, locations, damage and any repairs  
15 made." Did I read that correctly?

16 A. Yes.

17 Q. If you wouldn't mind keeping that one in  
18 front of you.

19 MR. KOJS: I'm going to mark this one as  
20 Plaintiff's Exhibit 6. It's titled "Attorney  
21 Modifications Response Letter." It's sent from Sarah  
22 Wilkins to Thomas Hawbecker.

23 (Exhibit No. 6 marked as  
24 requested.)

1

2

BY MR. KOJS:

3

Q. Have you seen this letter?

4

A. Yes.

5

6

Q. Would you agree this is a response to the  
June 14th, 2018 letter?

7

A. Yes.

8

9

MR. MCCARTHY: Counsel, can you share the  
screen on that, please.

10

MR. KOJS: Yeah.

11

BY MR. KOJS:

12

13

14

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16

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22

Q. If you go to Page 2, Section 8, subparagraph  
E, it reads: "As a third-party corporate relocation  
company, seller is unable to make verifications regarding  
whether the property has experienced water leaking or  
water damage. However, seller agrees to abide by the  
terms of the buyer's duty to inspect, test sections of  
the Aires addendum with respect to possible leaks,  
seepage or water infiltration of the property. Seller  
would have no knowledge of such matters unless raised  
during the home inspection process." Did I read that  
correctly?

23

A. Yes.

24

Q. Then do you see the okay responses on the



1 left side?

2 MS. OSHANA: No, not this one. Not on hers  
3 either. Unless you're talking about the ones below. Are  
4 you talking about below?

5 MR. KOJS: Oh, yeah.

6 MS. OSHANA: You talking about down here?

7 MR. KOJS: Yeah. Not next to a, b but just --

8 MS. OSHANA: Oh.

9 BY MR. KOJS:

10 Q. Do you see the okay right next to 6a, 6b or  
11 6c says "agreed"?

12 A. Yes.

13 Q. Is it your understanding those are your  
14 responses to these responses from Aires?

15 A. Yes.

16 Q. And then for 8e just at the bottom, it looks  
17 like it says: "Please confirm the same with the prior  
18 owner as the seller has direct contact with the prior  
19 owner"?

20 A. Yep. There you go again. Lying to me about  
21 who the seller is. So now we've looked at four different  
22 things that show who the seller is and it is all  
23 different.

24 Q. Would you agree that your attorney or

1       yourself wrote or responded with that saying: "Please  
2       confirm the same with the prior owner as the seller has  
3       direct contact with the prior owner"?

4             A.       Yes.

5             Q.       Based off of that, is it your understanding  
6       that you were asking Aires to confirm with the prior  
7       owner?

8             A.       I'm not sure what else it would mean.

9             Q.       Prior owner it's your understanding would be  
10      the Gonrings?

11            A.       Yes.

12            Q.       Keep that in front of you if you don't mind.

13                   MR. KOJS: We'll mark this as Plaintiff's  
14      Exhibit 7. It's titled "Attorney Modification Second  
15      Response Letter."

16                                   (Exhibit No. 7 marked as  
17                                   requested.)

18      BY MR. KOJS:

19            Q.       Have you seen this letter?

20            A.       Yes.

21            Q.       Again, this was sent by Sarah Wilkins to your  
22      attorney Thomas Hawbecker; correct?

23            A.       Yes.

24            Q.       The second sentence under: "Dear Mr.

1       Hawbecker: The seller has reviewed your June 22nd, 2018  
2       in-line response to my June 18th, 2018 letter and has  
3       provided the following response." Did I read that  
4       correctly?

5             A.       Yes.

6             Q.       Would you agree that this response is to the  
7       responses that you made in the prior letter we just  
8       looked at? I know it's a little confusing with these  
9       three separate letters.

10            A.       Yes.

11            Q.       And then in a July 2nd, 2018 letter, if you  
12       look at Section 7: "With respect to item 8e, again, as  
13       third-party corporate relocation company, seller is  
14       unable to make verifications regarding whether the  
15       property has experienced water leakage or water damage.  
16       However, seller agrees to abide by the terms of the buyer  
17       being able to inspect, test section of the Aires addendum  
18       with respect to possible leaks, seepage or water  
19       infiltration of the property as seller would have no  
20       knowledge of such matters unless raised during the home  
21       inspection process when the information reported in the  
22       Residential Real Property Disclosure Report or the home  
23       owner provided disclosures makes no mention of water  
24       infiltration in the property."

1           A.     Yeah, but you weren't the seller.

2           Q.     Did I read that correctly though?

3           A.     You're reading the words on the page.

4           Q.     And then would you agree your response just  
5 to the left of Section 7 says "okay"?

6           A.     Yes.

7                   MR. KOJS:   Exhibit 8.   Exhibit 8 is  
8 Plaintiff's Answers to Aires First Interrogatories.

9                                   (Exhibit No. 8 marked as  
10                                  requested.)

11       BY MR. KOJS:

12           Q.     Have you seen this document?

13           A.     Yeah.

14           Q.     On the last page that's your electronic  
15 signature verifying these Answers?

16           A.     Yes.

17           Q.     Did you work with your attorney to prepare  
18 these Answers?

19           A.     Yes.

20           Q.     Then question 1:   "Describe all the evidence  
21 you have for your contention on paragraph 51 that claim  
22 that Aires is the agent for the Gonrings."   Your  
23 response, first sentence was:   "Aires was not the owner  
24 of the property despite their misrepresentations to the

1       contrary;" is that correct?

2             A.       Correct.

3             Q.       And what were the misrepresentations that  
4       you're talking about?

5             A.       The calling yourself the seller in the last  
6       exhibits that you just shared with me, 7, 6, 5, 2, 1.

7             Q.       Then the third sentence of the response to  
8       question 1 you say: "If one is not an owner of property  
9       and is trying to sell it, then that person is an agent."  
10      Did I read that correctly?

11            A.       Yes.

12            Q.       Where did you get that that person would be  
13      your -- company would be an agent?

14            A.       What?

15            Q.       You said: "If one is not an owner of a  
16      property and trying to sell it, then that person is an  
17      agent." I'm just wondering where you got that whoever's  
18      just trying to sell a property if they don't own it is  
19      considered an agent.

20            A.       We would have looked it up.

21            Q.       When you say "we," who do you mean?

22            A.       I worked with my attorney.

23            Q.       Where would you have looked it up?

24            A.       Google search. Would have looked up the

1 legal definition of those words.

2 Q. A Google search that Aires was the agent for  
3 the Gonrings?

4 A. No. Google search for what a seller and an  
5 owner are.

6 Q. And that's how you came to the determination  
7 that Aires would be or if someone's not an owner trying  
8 to sell it would be an agent?

9 A. I'm not sure what you're trying to get me to  
10 say. What are you asking me?

11 MS. OSHANA: Just rephrase it. She's  
12 obviously -- just rephrase it.

13 MR. KOJS: We'll move on. I might come back  
14 to it.

15 BY MR. KOJS:

16 Q. All right. We'll move on from that. If you  
17 wouldn't mind looking at the screen up there. We'll mark  
18 this as Exhibit 9. Have you seen this Excel sheet  
19 before?

20 A. Yes.

21 Q. So your attorney provided this to us I think  
22 last Friday. Did you create this Excel sheet?

23 A. Yes.

24 Q. You yourself or did you have any help with

1       it?

2               A.     I created it myself. I took something that  
3       the HOA had created and added to it.

4               Q.     And all the way at the top it's titled "Area  
5       1 2726 West Cortez Unit 1 Expenses"?

6               A.     Yes.

7               Q.     Then "Building Repairs and Unit 3 Work"?

8               A.     Yes, that's what it says.

9               Q.     All right. See where I'm highlighting it  
10       says "Special Assessment Date"?

11              A.     Yes.

12              Q.     Then "October 17, 2018 Mold Solutions"?

13              A.     Yes.

14              Q.     This is kind of what we talked about earlier;  
15       correct? You had to hire a mold solution company?

16              A.     That's right.

17              Q.     It says "Unit 1 Responsibility." That's you?

18              A.     Yes.

19              Q.     It has the number \$5,926.36 paid in full?

20              A.     That's right.

21              Q.     That was out of a total contract from Mold  
22       Solutions for \$13,469?

23              A.     Yes.

24              Q.     So was this for your unit directly or was it

1 for the building as a whole?

2 A. This was for the building and this was for  
3 Unit 3.

4 Q. Was this like a special assessment?

5 A. That's what it says.

6 MR. MCCARTHY: Are you able to share your  
7 screen?

8 MR. KOJS: Yeah. I thought I was. It says  
9 I'm sharing.

10 MR. MCCARTHY: But it's showing the  
11 interrogatories not the spreadsheet.

12 MR. GOOD: If you'd like, I could be of some  
13 assistance here. I have the spreadsheet. I think I can  
14 try it.

15 MR. KOJS: Do you see it now?

16 MR. GOOD: There it is.

17 MR. MCCARTHY: Yes, we can see it.

18 MR. GOOD: Yes.

19 BY MR. KOJS:

20 Q. So for the \$5,926.36 that you paid, did you  
21 pay the HOA for them to pay the contractor or did you pay  
22 Mold Solutions directly?

23 A. That's correct. The HOA paid the bills.

24 Q. Okay. So you sent like a check or a wire to



1 the HOA?

2 A. That's correct.

3 Q. All right. Then the next one, masonry work,  
4 March 26, 2019 has your responsibility as \$61,919;  
5 correct?

6 A. Yes.

7 Q. Again, that was paid directly to the HOA?

8 A. That's correct.

9 Q. It was a special assessment?

10 A. That's what it says.

11 Q. And then April 27, 2019 "Structural  
12 exploratory and structural engineer, steel beams to  
13 rebuild ceiling, roofing, floor of Unit 3;" correct?

14 A. Yes, it does.

15 Q. Your responsibility, \$4,628.80?

16 A. Yep.

17 Q. Again, that was paid to the HOA?

18 A. That's correct.

19 Q. Going back a second, sorry, masonry work, was  
20 that -- any of that for your specific unit?

21 A. That's correct.

22 Q. There was none for your --

23 A. No, there were absolutely things for my unit  
24 on that. Those were limited common elements, windows and

1 doors.

2 Q. Common elements?

3 A. I said limited common elements, windows and  
4 doors.

5 Q. And that would be for the other units too  
6 though?

7 A. That's correct.

8 Q. And then the 4-17 2019, like I said, you paid  
9 4,628. Was any of that for your specific unit?

10 A. It was for the roof of Unit 3. It was for  
11 the roof of the building.

12 Q. Again, that was a special assessment?

13 A. Yes, it was.

14 Q. The next one, June 26, 2019, "Truss work plus  
15 roof replacement," you paid \$42,116.80?

16 A. That's correct.

17 Q. This was a special assessment?

18 A. Yes, it was.

19 Q. Was any of that for your specific unit?

20 A. Yeah. The issues were with the structure.

21 The structure comprises Unit 1, Unit 2, Unit 3. All of  
22 these repairs were done for Unit 1, Unit 2 and Unit 3, so  
23 yes, it was done for my unit.

24 Q. Okay. I don't need argumentative responses

1       though. I'm just asking questions.

2               A.       Yes, and you're leading me to try to get me  
3       to say something that you're going to come back and tell  
4       me in court was wrong.

5               MS. OSHANA: It's okay.

6               MR. KOJS: I'm not. I'm just trying to --

7               MS. OSHANA: Don't worry about it.

8               MR. KOJS: I'm just trying to confirm the  
9       Excel sheet.

10              MS. OSHANA: It's okay. She's -- it's okay.

11       BY MR. KOJS:

12              Q.       And Unit 2 and Unit 3 paid into part of  
13       that --

14              A.       Yes.

15              Q.       -- the truss work?

16                      Next one, January 21st, 2021, "South facing  
17       terrace roof replacement Unit 2 and Unit 1  
18       responsibility." You paid \$2,831.40?

19              A.       Yes. I was having water leaking in my  
20       ceiling.

21              Q.       Okay. This one was just -- based on the  
22       description it was just for Unit 1 and Unit 2?

23              A.       I had water coming in my ceiling from those  
24       terraces.

1           Q.     Okay. But for purposes of paying this \$6,000  
2 bill, was this just you in Unit 2 or Unit 3 as well?

3           A.     All three units paid.

4           Q.     This was a special assessment?

5           A.     That's correct.

6           Q.     And you paid the HOA directly?

7           A.     Yes.

8           Q.     All right. August 8, 2021, "Refinish  
9 building front door," you paid \$490.60; is that correct?

10          A.     Yes.

11          Q.     This was a special assessment?

12          A.     Yes.

13          Q.     You paid the HOA directly?

14          A.     Yes.

15          Q.     March 9th, 2022, "Heat trace cable  
16 installation main roof," you paid \$2,882?

17          A.     We've not done that work yet.

18          Q.     This, again, though -- once the work is done  
19 and paid for it would be a special assessment?

20          A.     Yes.

21          Q.     And you would pay the HOA?

22          A.     Yes.

23          Q.     And then you have your Unit 1 total financial  
24 responsibility for building repairs \$120,79.96?

1           A.     That's not total financial responsibility.  
2     The front steps aren't on there and the front window  
3     replacements aren't on there yet.

4           Q.     Okay. So that would be a special assessment  
5     for everybody?

6           A.     Yes.

7           Q.     Do you know how much those are gonna cost?

8           A.     Yeah. They're down below.

9           Q.     Okay. This next headline, "Area 2 Unit 1  
10    Additional Financial Responsibilities Related To Lawsuit  
11    Including Legal Fees, Loan on Interest and Other  
12    Expenses." Then June 20th, "Rebuild of interior Unit 3,  
13    that's \$12,672?

14          A.     Yes.

15          Q.     You're not paying any of that; is that  
16    correct?

17          A.     I haven't paid it.

18          Q.     Is that going to be a special assessment?

19          A.     I need to work with my attorney on that.

20          Q.     Is Unit 3 asking you to pay some of that?

21          A.     I need to look --

22                 MS. OSHANA: I think so. I think he is  
23    asking. I have to look at the e-mails. I don't  
24    remember.

1

2 BY THE WITNESS:

3 A. I have to reread the condo guidelines.

4 BY MR. KOJS:

5 Q. Okay. "Attorney Fees To Date HOA Lawsuit  
6 Versus Aires Insurance, \$2,530." Is that a special  
7 assessment?

8 A. Yes.

9 Q. That hasn't been paid yet at all?

10 A. That was paid.

11 Q. Was that 2,500 your share or the total?

12 A. My share.

13 Q. And you paid the HOA directly?

14 A. That's correct.

15 Q. "Ongoing Accrued Interest," is that home  
16 equity loan?

17 A. That's correct.

18 Q. \$8,855.74?

19 A. No, \$18,855.74.

20 Q. Yes. Has that gone for payments for some of  
21 this stuff in here?

22 A. The home equity line of credit was taken out  
23 to pay for all the building repairs and the unit repairs.

24 Q. This 401(k) loan interest, accrued interest,

1       \$2,105.43?

2           A.     Yes.   That was a 401(k) loan to pay for the  
3       damages in Unit 1, 2, 3 and the building.

4           Q.     That would have been a special assessment?

5           A.     Yes.

6           Q.     Next one, "Unit 1 Front Window Replacement  
7       South Facing, \$19,750;" is that correct?

8           A.     Yes.

9           Q.     Is that a special assessment or is that  
10       yours?

11          A.     No.   That's a limited common element.

12          Q.     But all three units are paying it?

13          A.     No.   That's my responsibility.

14          Q.     Okay.  "Ongoing Steve Heir Consulting  
15       Payments, \$2,574.10"?

16          A.     Yes.

17          Q.     That's the Steve that came out and did an  
18       inspection we talked about earlier?

19          A.     He's been working with us not only to do the  
20       inspection but to make sure the work was done in a  
21       workman like manner and to make sure that the completion  
22       of the work was done according to the specifications we  
23       issued in the statements of work.

24          Q.     And that \$2,574.10, is that total or just

1 your --

2 A. That's my responsibility.

3 Q. And this is a special assessment?

4 A. Yes.

5 Q. You're paying the HOA directly for that?

6 A. Yes.

7 Q. "Ongoing Oshana Law Fees, 50,000;" is that  
8 correct?

9 A. Yes.

10 Q. Are you just paying that or is that part of  
11 the --

12 A. That's my responsibility. That's my  
13 agreement.

14 Q. Are you sharing that or is Unit 2 and Unit 3  
15 involved with this or no?

16 A. No.

17 Q. "401(k) withdrawal, 100,630.20, \$33,333.33;"  
18 is that correct?

19 A. Yes.

20 Q. Oh, the taxes owed is 33,000?

21 A. That's correct.

22 Q. That was to pay for some of this --

23 A. That's correct.

24 Q. -- on the Excel sheet?



1 "Ongoing lawsuit, \$1,000." It says: "No HOA  
2 component"?

3 A. So I also had Steve Hier working with me, so  
4 I have him -- I paid him another \$1,000 for work for me  
5 related to this lawsuit.

6 Q. So this 1,000 is just you?

7 A. That's correct.

8 Q. And then "Replace Basement Storage Area In  
9 Basement Entry Area Door Frames, \$1,364;" is that  
10 correct?

11 A. Yes.

12 Q. Is this a special assessment?

13 A. That's not been done yet, and it will be a  
14 special assessment.

15 Q. Okay. When it's paid, it will be directly to  
16 the HOA?

17 A. That's correct.

18 Q. "HOA Insurance Premium Increase Due to HOA  
19 Lawsuits, \$10,584.64;" is that correct?

20 A. Yes.

21 Q. Is that a special assessment?

22 A. We voted as an HOA to increase the fees, the  
23 monthly assessments.

24 Q. It says: "Unit 1 Responsibility, \$2,646.12"?

1           A.     That's per year, and it's been going on since  
2     2020, so you have to multiply that out which is why it  
3     gets to \$10,000.

4           Q.     Okay. And that's -- everybody's  
5     contributing? Unit 2 and Unit 3 are contributing?

6           A.     No. That's my responsibility.

7           Q.     Unit 1 and Unit 3 are also paying a premium?

8           A.     Their assessments went up as well.

9           Q.     Then "Total Unit 1" or "Unit 1 Total  
10    Financial Responsibility as of 1-25-23, \$277,735.63"?

11          A.     Yes, that's my understanding.

12          Q.     And that's just a total of all the numbers we  
13    just went through?

14          A.     Yes.

15          Q.     And then just above that: "Total Amount Of  
16    Additional Fees Related To Building Repairs As Of  
17    11-4-22, \$156,840.67"

18          A.     Yes. So that's a summary of the second set  
19    of items we just went through.

20          Q.     Okay.

21          A.     So the orange line is the total amount.

22          Q.     Just to confirm, you're not a real estate  
23    agent or never have been?

24          A.     Correct.

1           Q.     You don't have any sort of real estate  
2     license or any sort of certificates with real estate?

3           A.     No.

4           MR. KOJS:   All right.   That's all I have for  
5     now.   Thank you.

6                     Anybody else want to ask questions?

7           MR. FINFER:   Could we take a short, maybe  
8     ten-minute break?   I'm trying to figure out how to do  
9     this in light of the hour.

10          MR. KOJS:   Yeah, that's fine.

11          MR. GOOD:   I have some questions as well.

12                             (WHEREUPON, a break was  
13                             taken.)

14                             CROSS EXAMINATION

15     BY MR. GOOD:

16           Q.     Earlier in the deposition you discussed the  
17     buyer's inspector that was retained by you and your  
18     realtor.   Do you recall that?

19           A.     Sorry.   Who's speaking?

20           Q.     I'm sorry.   My name is Ross Good.   I  
21     represent the Third-Party Defendants John Gorr and the  
22     Condominium Association.

23           A.     Okay.

24           Q.     I'll just reiterate.   My question was do you

1 recall earlier in the deposition discussing the Buyer's  
2 Inspection Report generated by the inspector retained by  
3 yourself through your realtor?

4 A. You're asking about the Unit 1 inspection  
5 report?

6 Q. Yes, the one that was done prior to the  
7 purchase by you.

8 A. Yes.

9 Q. Do you recall disclosing that report to  
10 either the Gonrings or the Condominium Association prior  
11 to the purchase going through?

12 A. I don't recall.

13 Q. Do you recall discussing that with your real  
14 estate attorneys at the time?

15 A. Yes, I did.

16 Q. Do you recall discussing the water issue in  
17 the basement area with them?

18 MS. OSHANA: Who's them?

19 MR. GOOD: I'm sorry. What did you say?

20 MS. OSHANA: Who's them? You said them.

21 MR. GOOD: I'm sorry. I'll rephrase.

22 BY MR. GOOD:

23 Q. Do you recall discussing the water issue  
24 identified on that prior inspection report with anybody?

1           A.     Yes. I shared the report with my attorney.

2           Q.     Other than your attorney did you share it  
3 with anybody else?

4           A.     The report?

5           Q.     Yes, that's what I'm asking about.

6           A.     I don't recall if it was shared with the  
7 Gonrings or not.

8           Q.     And prior to purchasing the property was it  
9 shared with the Condominium Association, to your  
10 knowledge?

11          A.     Not to my knowledge.

12          Q.     Do you recall any correspondence drafted by  
13 your attorney referencing the basement water that was  
14 located?

15          A.     There was a credit at closing that I believe  
16 might have been related to that.

17          Q.     Did that credit reference anything in the  
18 buyer inspection report?

19          A.     Yes.

20          Q.     And did it reference the water damage in the  
21 common area?

22          A.     I don't know. I'd have to look at the report  
23 or at the request.

24          Q.     Were there any requests for remediation to

1 the Condominium Association for the common area water  
2 that was located by the buyer's inspector?

3 A. I don't know what the -- what was relayed to  
4 the HOA.

5 Q. I'm not going to put the exhibit back up, but  
6 on the spreadsheet you were shown before we went on break  
7 the HELOC was discussed. Do you recall that?

8 A. Yes.

9 Q. And HELOC stands for home equity line of  
10 credit; correct?

11 A. Yes, it does.

12 Q. And the home equity line of credit that's on  
13 the line item for that spreadsheet, that's a home equity  
14 line of credit for your unit; correct?

15 A. That's correct.

16 Q. And the 401(k) withdrawal on the line items  
17 is your own personal 401(k); is that correct?

18 A. Yes, it is.

19 Q. Were you instructed by anybody from the  
20 Condominium Association to take out a withdrawal from the  
21 401(k)?

22 A. No.

23 Q. Were you advised of the tax implications from  
24 anybody at the Condominium Association?

1           A.     In the Condo Association?

2           Q.     That was my question, yes.

3           A.     No.

4           Q.     One of the line items for the work not done  
5 yet was for the replacement of the basement storage area  
6 and basement entry area door frames. Do you recall  
7 discussing that before going on break?

8           A.     Yes.

9           Q.     And the quote was provided by Renner & Renner  
10 and Allendorfer. Do you recall that?

11          A.     Yes.

12          Q.     Are those two different companies or is that  
13 all part of Allendorfer's company?

14          A.     No. Those are different quotes from  
15 different contractors.

16          Q.     And were those different quotes obtained by  
17 the Condominium Association?

18          A.     Yes.

19          Q.     And was the door frame issue something noted  
20 on the Buyer's Inspection Report prior to your purchase  
21 of the unit?

22          A.     I would have to look at it but I believe so.

23                 MR. GOOD: I have no further questions.

24                 MR. FINFER: I'm ready to go unless someone

1 needs another break.

2 THE WITNESS: Okay.

3 MR. FINFER: Are we all good?

4 THE WITNESS: Yes.

5 MR. FINFER: All right. Good afternoon, Ms.  
6 Young. My name is Jordan Finfer. I'm the attorney for  
7 the Gonrings.

8 THE WITNESS: Hi.

9 CROSS EXAMINATION

10 BY MR. FINFER:

11 Q. I'd like to start by showing you -- I  
12 apologize, Kevin, if you marked this as an exhibit  
13 already, but I don't have it in my notes. What I want to  
14 show you is the Aires Seller Disclosure Statement. Can  
15 you see this?

16 A. Yes.

17 Q. Do you recall receiving this statement?

18 A. Yes.

19 Q. I'm scrolling down to the second page. Item  
20 6 where it says "Structural Items" --

21 A. Yes.

22 Q. -- do you see that?

23 A. Um-hum.

24 Q. I can zoom in if it's helpful.



1           A.     I see it.

2           Q.     The question is: "Are you aware of any past  
3 or present water leakage in the house or other  
4 structures." And the answer by the Gonrings was: "Unit  
5 3 had leaks on west facing windows. HOA building to --  
6 HOA sealed building to resolve Unit 3 leak." Do you see  
7 that?

8           A.     Yes.

9           Q.     What, if anything, did you do to investigate  
10 that issue further prior to closing on the property?

11          A.     I don't recall.

12          Q.     Do you recall doing anything?

13          A.     I just said I don't recall.

14          Q.     Is there something that might refresh your  
15 recollection?

16          A.     You know, I relied on this document and them  
17 to tell the truth about this. This is a lie. There was  
18 not a leak in Unit 3.

19          Q.     Explain to me why --

20          A.     There was water coming in the north, the west  
21 and the east side of the building, so there was no leak  
22 in just the west side. There was not just a sealant put  
23 on the building. There was flashing installed on my unit  
24 sliding door. There was caulking done, and the sealing

1 was to the entire building, so this is a lie.

2 Q. When did the building learn of these  
3 additional leaks that you just mentioned?

4 MS. OSHANA: Hold on. Objection. Vague.  
5 When you're saying "the building," you mean the  
6 Association?

7 MR. FINFER. Correct, yes.

8 BY THE WITNESS:

9 A. They've been aware for several years. 2012.

10 BY MR. FINFER:

11 Q. I'm sorry?

12 A. 2012.

13 Q. Well, you testified earlier that substantial  
14 work had been done from 2012 all through 2018; is that  
15 correct?

16 MS. OSHANA: I don't recall that.

17 BY THE WITNESS:

18 A. I don't recall saying that. I said it had  
19 been -- there had -- some work had been done, and it  
20 hadn't been done well and it had been done poorly.

21 BY MR. FINFER:

22 Q. Okay. So going back to my original question  
23 regarding this Disclosure, did you take any steps to  
24 investigate water leaking in the building prior to

1 closing?

2 A. I asked several times in my attorney review  
3 letters whether there had been water in the building, and  
4 I was told there was nothing or they neglected to answer  
5 the question which is lying by omission, so yes, I did.

6 Q. So other than the attorney review letters  
7 where Aires said they're not the seller and can't make  
8 any representations did you take any other steps to  
9 investigate the water leaks in the building?

10 A. Yes. I had asked the HOA as well whether  
11 there were issues with the building.

12 Q. And what did the HOA tell you?

13 A. They lied. You'll have to look at the HOA  
14 disclosures.

15 Q. So other than your attorney review letters  
16 and your inquiry into the HOA regarding leaks in the  
17 building did you take any other steps?

18 A. I can't recall.

19 Q. Is there anything that would refresh your  
20 recollection?

21 A. I don't know how to answer that question.

22 Q. Is there something I could show you that  
23 might help you recall?

24 A. I just told you to pull up the HOA 22.1,

1        didn't I?

2            Q.        All right. So besides the HOA 22.1 is there  
3        anything else?

4            A.        No.

5            Q.        So it's fair to say that prior to you  
6        purchasing the unit you were aware that there had been  
7        leaks in Unit 3; correct?

8            A.        No. This isn't a leak. This is not a leak.  
9        This is water coming from all three sides of the building  
10       and the roof. This is not a leak. I relied on them  
11       telling the truth. This is not true. This was not a  
12       leak. The e-mails between the Gorrs and the Gonrings and  
13       the Browns, he's saying water's coming in everywhere,  
14       water's coming in the building, water's coming in my  
15       unit, water's coming in Unit 1.

16           Q.        So is it fair to say that you had been  
17       informed that there, whether you agree with the statement  
18       leaks or not, that you had been --

19           A.        No, I don't agree.

20           Q.        You weren't informed that there were leaks in  
21       Unit 3 before you closed?

22           A.        There was not a leak in Unit 3. I just  
23       answered that question.

24           Q.        Were you informed that there was water

1 infiltration in Unit 3 prior to closing?

2 A. No. They told me it was a leak.

3 Q. Okay. So the distinction here is that a leak  
4 to you doesn't mean water infiltration, is that what  
5 we're talking about?

6 A. The distinction here is you're trying to get  
7 me to say something so you can come back and tell me in  
8 court it wasn't right. The answer to you is still no.  
9 They told me it was a leak. That is not true. There was  
10 water on three sides of the building. They were coming  
11 in the walls, the doors, the windows, the roof, the  
12 vents.

13 Q. All right. So I understand that your issue  
14 is that leak doesn't adequately describe the magnitude of  
15 the problem?

16 A. Yeah, and it says it was remediated and it  
17 wasn't.

18 Q. And when did you learn that it wasn't  
19 remediated?

20 A. When I read the e-mails from John Gorr that  
21 said they had -- the Gonrings, John Gorr and the Browns  
22 said that Arrow had to come back and do some additional  
23 work on the unit and the building after they had done the  
24 original work in June.

1 Q. Are you aware what split face block is?

2 A. I am now.

3 Q. And do you recall seeing that the building  
4 was split face block in the inspection report prior to  
5 closing?

6 A. Yes.

7 Q. And prior to closing did you investigate what  
8 was required to maintain split face block?

9 A. Yes to maintain it. No for the repairs. No  
10 one did any repairs in the HOA. They put their heads in  
11 the sand. They didn't do the work, and the reason that  
12 they didn't do the work is why this is a complete  
13 nightmare. I relied on their statements that they were  
14 continuing to do work that needed to be done on the  
15 building. They didn't do that.

16 Q. I want to show you -- I can't tell. Are you  
17 seeing these meeting minutes from May 7, 2018?

18 A. Yes.

19 MS. OSHANA: Are you introducing this as an  
20 exhibit?

21 MR. FINFER: I'm sorry?

22 MS. OSHANA: Are you introducing this as an  
23 exhibit?

24 MR. FINFER: Yes. We can mark this as Gonring

1 Exhibit 2.

2 Gonring Exhibit 1 should be the Aires  
3 Disclosure. I don't believe it was shown by counsel for  
4 Aires.

5 BY MR. FINFER:

6 Q. Do you recall seeing this document as part of  
7 the Disclosure prior to closing?

8 A. Yes.

9 Q. All right. And do you see that there was  
10 discussion regarding sealing the building at that time?

11 A. Yes.

12 Q. You further see that scope of work included  
13 spot grinding, tuckpointing, caulking, flashing and  
14 sealing of east, west, north elevations of the block;  
15 right?

16 A. Yes.

17 Q. So prior to closing you were made aware that  
18 the building had not been sealed since 2012; correct?

19 A. A building that is well maintained should not  
20 have to be sealed between 2012 and 2018. I was under the  
21 impression that they had been doing the appropriate work  
22 on this building. I relied on their representations, and  
23 if you go look at the e-mails around this particular  
24 document that was produced, Kelsey was very specific

1 about the fact that oh, I'm just gonna put together a  
2 small document, I'm not going to say a whole lot, I'm  
3 going to keep it slow and then we're not going to talk  
4 about the water because they didn't bring it up. Of  
5 course, I did bring it up. I brought it up several  
6 times, and they lied.

7 Q. That wasn't really my question. My question  
8 was as of receiving this document which you received  
9 prior to closing you were aware the building --

10 MS. OSHANA: Wait. Objection. Which  
11 document? Which document?

12 MR. FINFER: The document that's up right now.

13 MS. OSHANA: You're saying you think my client  
14 received Exhibit 2 before closing?

15 MR. FINFER: Carol --

16 MS. OSHANA: Wait. I just want to --

17 MR. FINFER: She testified that she --

18 MS. OSHANA: No. No. No. She never  
19 testified she received this document before closing.

20 MR. FINFER: Carol, Carol, we cannot -- we  
21 cannot have speaking objections.

22 MS. OSHANA: My objection is you are -- you're  
23 incorrectly describing her previous testimony. She did  
24 not say that she received the May 7, 2018 meeting



1 minutes -- I didn't hear that answer.

2 Answer the question. You can answer it.  
3 Go ahead. Did you receive this before closing, this  
4 May 7, 2018 document?

5 BY THE WITNESS:

6 A. I don't know.

7 BY MR. FINFER:

8 Q. All right. So I'm going to show you here.  
9 This is the top of the document. You testified before  
10 that you did but you don't recall --

11 MS. OSHANA: No, she didn't. I didn't hear  
12 that.

13 MR. FINFER: Carol, come on.

14 MS. OSHANA: Hold on a second. Hold on a  
15 second. You're not putting words in her mouth. I'm  
16 sorry.

17 If you can show me an e-mail -- where's  
18 the e-mail that's -- because obviously there's the  
19 attorney review letter. Is there an e-mail to that? I  
20 want to see it.

21 MR. FINFER: Yeah, here it is. I pulled it  
22 up. This is the same document. It says "Association  
23 Documents To Buyer 2726 West Cortez, Unit 1 Aires, Ms.  
24 Sgariglia." It was produced in discovery, and by the

1 way, it is acknowledged that it was received in a request  
2 to admit prior to closing.

3 MS. OSHANA: I want to see.

4 MR. FINFER: It was provided by Hawbecker &  
5 Garver. Meeting Minutes, Rules and Regulations for the  
6 new Association that were sent to Ms. Young.

7 MS. OSHANA: Wait. You have to go back up. I  
8 have to read it. You're going too fast.

9 MR. FINFER: That's fine.

10 BY MR. FINFER:

11 Q. Ms. Young --

12 MS. OSHANA: Wait. No. No. No. I have to  
13 read the doc. It's not my fault that you didn't bring  
14 the docs here. If you're going to do that, I need a  
15 minute. You have to let me read it. You should have  
16 brought documents. I understand you're sick. That's  
17 totally fair. I get it. But you could easily have just  
18 asked counsel to print these for you, so now you have to  
19 give me a second. Hold on.

20 MR. FINFER: That's fine. I can e-mail it to  
21 you as well if that would be helpful.

22 MS. OSHANA: No, it's not. I didn't bring my  
23 laptop. If you would have told me ahead of time, I would  
24 have, but you didn't tell me, Jordan, so no, you have to

1 wait a minute.

2 What number is this exhibit?

3 MR. FINFER: It's my Exhibit 2.

4 MS. OSHANA: Exhibit 2 is the May 7, 2018  
5 letter and this document, this Friday, June 29th?

6 MR. FINFER: I'm only trying to demonstrate  
7 through this top one here that it was sent prior to  
8 closing.

9 MS. OSHANA: I understand that, but this  
10 particular e-mail dated June 29, 2018 are you saying is  
11 Exhibit 2? I just need to do it for my notes and for the  
12 dep.

13 MR. FINFER: Yes.

14 MS. OSHANA: Okay. So we have as Exhibit 2  
15 the May 7, 2018 letter and this June 29, 2018 e-mail;  
16 correct?

17 MR. FINFER: That's correct. It's all part of  
18 the same document.

19 MS. OSHANA: Okay. So hold on a second.

20 (Brief pause.)

21 Okay. Go on.

22 MR. FINFER: So just scrolling down.

23 (Attorney scrolling.)

24 And this is from the paralegal for Ms.

1 Young's real estate attorney.

2 MS. OSHANA: Okay. Go ahead.

3 (Attorney scrolling.)

4 Okay. What was your question?

5 BY MR. FINFER:

6 Q. Can you confirm that you received this prior  
7 to closing?

8 A. Yes.

9 Q. Okay. And when you reviewed this, were you  
10 aware then that the Association had not sealed the  
11 building since 2012?

12 A. No. This was also done on May 7th.

13 Q. 2018. You closed three months later;  
14 correct?

15 A. Yeah, and this is before they signed the  
16 Disclosures --

17 Q. In response to receiving --

18 A. -- so they knew there was water issues.

19 Q. The Disclosures were signed in June of 2018  
20 but not that it matters. My question to you is did you  
21 take any steps to investigate the condition of the  
22 building in light of the fact that it hadn't been sealed  
23 in over six years.

24 MS. OSHANA: That's --

1 BY THE WITNESS:

2 A. I relied on them telling the truth that they  
3 were doing the appropriate maintenance that needed to be  
4 done to the building, and they lied.

5 BY MR. FINFER:

6 Q. What in this document is a lie? What in this  
7 document is not truthful?

8 A. It doesn't talk about which units are having  
9 the flashing installed. They then filled out the  
10 Disclosure that said they weren't aware of any issues  
11 with water in their unit. This sounds to me like they  
12 were doing regular maintenance on the building. They  
13 were not doing regular maintenance on the building.

14 Q. But it's fair to say that in response to  
15 receiving these meeting minutes you did not take any  
16 further steps to investigate the condition of the  
17 building?

18 A. I trusted that they were gonna tell the  
19 truth.

20 Q. Please just answer my question. Did you take  
21 any further steps to investigate the building in response  
22 to these meeting minutes?

23 A. Yeah. Yeah. I asked them to fill out the  
24 Disclosures. I asked in the documents between my

1 attorney and their attorney whether there had been water  
2 infiltration in the building. I asked whether the HOA  
3 had made any claims against the building. I did. I did  
4 investigate, and I was lied to.

5 Q. Other than being told that there was leaking  
6 in Unit 3?

7 A. There was no leaking in Unit 3. There was  
8 water pouring in the entire building including the  
9 limited common elements, the walls and the doors.

10 Q. I'm now sharing with you meeting minutes from  
11 September 10th, 2018. Can you see this?

12 A. No. You'll need to make it bigger. I can't  
13 read it.

14 Q. Okay.

15 MS. OSHANA: Which exhibit is this, 3?

16 MR. FINFER: I don't know if this was shown.  
17 This would be my Exhibit 3. I don't recall this being  
18 shown.

19 MS. OSHANA: No, I don't think it was. So can  
20 you go to the top so I can note it, what it is?

21 MR. FINFER: Yeah. Just one second. So it's  
22 Gorr production 249 through 250. I'll scroll to the top.

23 MS. OSHANA: Right. But it's the  
24 September 10, 2018 meeting minutes it looks like between

1 John Gorr, Melinda and Ryan Brown. Okay. This is  
2 Gonring Exhibit 3?

3 MR. FINFER: Yes.

4 BY MR. FINFER:

5 Q. So do you recall attending this meeting, Ms.  
6 Young?

7 A. Yes.

8 Q. And do you recall this particular note  
9 wherein what was discussed was that to the best of the  
10 building's knowledge the damage was due to water  
11 infiltration through the split face block prior to the  
12 building being sealed on May 31st, 2018?

13 A. Yeah. Now I know that's not true. There was  
14 still water coming into the building, and Arrow had to  
15 come back after they had the work done in June.

16 Q. Yeah, and no one's debating that they had to  
17 come back nor is anyone debating expenses associated with  
18 that. What I want to ask of you is what basis do you  
19 have to believe that this representation at the time it  
20 was made was false.

21 MS. OSHANA: What representation? Which  
22 representation?

23 MR. FINFER: Carol, just please object to  
24 vagueness. Where it says: "To the best of our

1 knowledge, the damage was due to water intrusion through  
2 the split face block prior to the building being sealed  
3 on May 31st, 2018."

4 BY THE WITNESS:

5 A. What's your question?

6 BY MR. FINFER:

7 Q. What basis do you have to believe that that  
8 representation is false?

9 A. I have all the e-mails. I have -- we saw  
10 that there's water coming in after they had the building  
11 sealed. There's --

12 Q. So when you sat in this meeting, it's your  
13 position that Gorr and Brown were lying about what they  
14 thought had been accomplished by the sealing?

15 A. Absolutely.

16 Q. What support do you have for that?

17 A. Well, I have the ESI report. I have the  
18 Arrow report. They speak English so do I. I have the  
19 neighbor's testimony. They lied throughout the whole  
20 transaction, so all the Disclosures are lies. I have  
21 lies about who the seller actually is.

22 Q. But other than these general statements about  
23 grand conjectures of lies is there any specific thing  
24 that you can point to that indicates that Gorr, Brown or



1 the Gonrings believed that there was still water  
2 intrusion after sealing on May 31st, 2018?

3 A. Yeah.

4 Q. What about the fact that the next item here  
5 says that: "The water damage around the perimeter is dry  
6 indicating that current sealant is preventing further  
7 water intrusion"?

8 A. Well, that was wrong.

9 Q. Yes, but was it a lie?

10 A. Yes.

11 Q. By whom?

12 A. All three unit owners conspired to get out of  
13 this sale because they knew that there was so much damage  
14 to this building that it was gonna cost an enormous  
15 amount of money to get this done. All three of them put  
16 their buildings up for sale or their units up for sale  
17 within six weeks of each other. They lied.

18 Q. So the basis for the lie is because they  
19 happened to put their, listed their units for sale around  
20 the same time?

21 A. Oh, my God.

22 MS. OSHANA: Objection, mischaracterizes her  
23 testimony.

24 MR. FINFER: I'm trying to figure it out.

1 MS. OSHANA: We just gave you the answer,  
2 Jordan. You just don't want to listen.

3 BY MR. FINFER:

4 Q. Are you aware that the reason that the  
5 Gonrings moved is because they were relocated for work?

6 A. So?

7 Q. Well, doesn't that cut against your theory  
8 that this was some conspiracy for them to get out all at  
9 the same time?

10 A. Not at all. This was a convenient way for  
11 them to get out of it.

12 Q. Okay. But you don't have support for that  
13 position; that's just what you've come up with?

14 A. Not at all. I have the testimony from the  
15 neighbor. I have Gorr, Brown saying we're not sure  
16 whether you knew this or not but there's been significant  
17 water issues with the building and the units since 2012.  
18 I have all the e-mails between the unit owners. I have  
19 the Gonrings saying yeah, we would have sued the former  
20 owner Mulligans; we should have done that.

21 Q. Going through this report further, it talks  
22 about mold testing in Unit 3 and that there's mold in  
23 Unit 3. Do you see that?

24 A. Yes.

1           Q.     Can you explain how mold in Unit 3 has any  
2     impact on Unit 2 and Unit 1?

3           A.     Yeah, I have e-mail from the Mulligans saying  
4     that they had mold in Unit 1 and that there was water  
5     infiltration where the windows and the door well openings  
6     are in the building, and I can't afford to open my walls  
7     yet, but we'll see what's there when we open them.

8           Q.     So I just wanted to confirm this but you  
9     would agree that to date you've not discovered any mold  
10    in your unit; right?

11          A.     Not yet, but there's water coming in.

12          Q.     The water that you referenced coming in, I  
13    think that was on your damages spreadsheet, that's  
14    recent; correct?

15          A.     No, it's not.

16          Q.     Was it 2019?

17          A.     I've had water coming in since the fall of  
18    2018.

19          Q.     I'm sorry. I don't see any items listed for  
20    repair work to Unit 1 for water coming in in the fall of  
21    2018.

22          A.     Yep, that's -- I just told you I can't afford  
23    to replace the windows.

24          Q.     So here -- we have meeting minute here from

1       September of 2018 which is fall. At what point did you  
2       have water coming into Unit 1?

3             A.     October, November and then after that.

4             Q.     Is water still coming in?

5             A.     Yes, it is.

6             Q.     I'm sorry?

7             A.     I said yes.

8             Q.     Have you ever actually obtained a mold test  
9       for Unit 1?

10            A.     I just explained to you I don't have the  
11       money.

12            Q.     Are you aware that a mold test costs \$500?

13            A.     Are you aware how much money I've already  
14       spent to fix this fucking building?

15            Q.     But you've never conducted a mold test for  
16       Unit 1?

17            A.     I don't have the money.

18            Q.     So no?

19                   MS. OSHANA: Not yet.

20       BY MR. FINFER:

21            Q.     Is this showing here? Can you see this?

22            A.     Yep.

23            Q.     Okay. So just for the record -- and this  
24       will be Gonring Exhibit 4. This is Gorr production 2044

1 through 2045.

2 Do you recall receiving this e-mail?

3 A. Yes.

4 Q. Do you see where at that time Gorr was  
5 telling you that the work was concluded regarding the  
6 sealant?

7 A. Yes. That's a lie.

8 Q. Do you think this is a lie where Gorr says we  
9 are fairly confident that the water stopped getting into  
10 the building?

11 A. That's a lie.

12 Q. Is it a lie or do you think he just  
13 misunderstood what the -- the success of the Arrow  
14 Masonry work?

15 A. Look at the e-mails. It says it's a building  
16 problem. There is water coming in at the wall openings.  
17 It is a lie. They had ESI come in, a structural  
18 engineer, and tell them what was wrong with the building,  
19 and they didn't do a thing to fix it, and anything they  
20 did do actually made it worse.

21 Q. So the basis for you believing that Gorr was  
22 lying to you is because the ESI report showed different  
23 issues?

24 A. The ESI report shows issues that they never

1       addressed. I don't know what you're asking me.

2               Q.     Have you talked to the -- what's the name of  
3       the owner, the current owner of Unit 2?

4               A.     Kristen Keene.

5               Q.     Do you know what was disclosed to Kristen  
6       Keene?

7               A.     No.

8               Q.     Excuse me. I can withdraw that. That's a  
9       bad question.

10               Do you know what was disclosed to Kristen  
11       Keene prior to her purchasing the unit?

12               A.     No, I don't.

13               Q.     Do you know if there was some discount on her  
14       purchase price given the potential water infiltration  
15       issues in the building?

16               A.     Yes, I do.

17               Q.     And do you know what that was?

18               A.     What what was?

19               Q.     That discount.

20               A.     I don't recall the number. I'd have to look  
21       at the documents.

22               Q.     What document would you look at?

23               A.     Whatever information was shared with her and  
24       whatever document was shared that had the discount that

1       you're discussing.

2               Q.       I want to show you what we'll mark as Exhibit  
3       5.

4               A.       Can you please make it bigger.

5               Q.       Yes.   B. Allendorfer is the company that the  
6       Association used to address all of the issues that you  
7       believe exist in the building?

8               A.       We hired them to fix the building issues that  
9       we're aware of.

10              Q.       Okay.   And so what I'm looking at here -- and  
11       this is something that you produced Bates stamped as 645,  
12       Plaintiff's Bates stamp 645.   So the first thing that was  
13       paid for was remove the existing drywall ceiling in Unit  
14       3, remove the existing drywall ceiling and walls in Unit  
15       2, remove all debris resulting from our operation on the  
16       premises.   Is this something that you had to pay for as  
17       part of a member of the Association?

18              A.       Yeah, the bylaws state that if the HOA is  
19       negligent they are required to pay to remediate.

20              Q.       So who at the Association determined that the  
21       HOA was negligent and thus responsible for all repairs to  
22       the building or any unit for that matter?

23              A.       Anyone who could speak English.

24              Q.       Yeah, but was there a vote at a meeting to

1 make that determination?

2 A. I don't recall, but yes, we came to that  
3 conclusion. I mean it's pretty clear from the fact that  
4 all the e-mails that John Gorr has been producing to me  
5 that the HOA was pretty negligent. They didn't do any  
6 work. They didn't do anything to fix this. They just  
7 let it sit and sit. They ignored the problem and they  
8 put their heads in the sand.

9 Q. Other than the sealant in 2018?

10 A. I don't know what your -- what's your  
11 question?

12 Q. I want to make sure I understand the point  
13 here. So you paid for work done in Unit 3 because  
14 collectively the Association decided -- because they had  
15 been so negligent in maintaining Unit 3 that the entire  
16 Association should be responsible for the repairs to Unit  
17 3?

18 A. No, that's not what I'm saying at all. I'm  
19 saying if damage is caused to a unit by negligence of the  
20 HOA, it's the HOA's responsibility to remediate the  
21 issue. Read the bylaws.

22 Q. So have you sued the HOA?

23 A. Well, the Gonrings have done that.

24 Q. Yes, but if it is the HOA's negligence that



1       has caused you to incur damages or has breach of  
2       fiduciary duty, what does that have to do with the  
3       Gonrings?

4               MS. OSHANA: I'm going to object. You know,  
5       you're asking legal analysis of my client. You want to  
6       ask me, I'll tell you. Ask me. You're asking her for a  
7       legal analysis. She's not a lawyer.

8               MR. FINFER: Carol, just say objection, calls  
9       for legal conclusion --

10              MS. OSHANA: Thank you.

11              MR. FINFER: -- and then have her answer  
12       anyway.

13              MS. OSHANA: I'd be delighted to answer it.

14       BY MR. FINFER:

15              Q.       Ms. Young, can you answer the question,  
16       please.

17              MS. OSHANA: I just told you she's not a  
18       lawyer. I'm going to object. It asks for a legal  
19       conclusion.

20              MR. FINFER: I'm not -- look --

21              MS. OSHANA: If you can answer.

22              MR. FINFER: I'm asking the question  
23       because -- Carol, I'm asking the question because she is  
24       a member of the Association and she has just testified

1       that the Association made a legal determination that the  
2       Association should be responsible for all the repairs to  
3       Unit 3. It is also the basis for almost the entirety of  
4       the damages claim asserted against my clients, so I  
5       certainly have the right to dig into that issue.

6               MS. OSHANA: You absolutely can.

7               MR. FINFER: That's what I'm trying to figure  
8       out.

9               MS. OSHANA: I didn't say you can't dig, but  
10      you can't ask her to answer legal questions. She doesn't  
11      know.

12      BY MR. FINFER:

13              Q.     Have you considered pursuing claims against  
14      the Association, Ms. Young?

15              A.     Yes.

16              Q.     Is that something you intend to do?

17              A.     That's something that I'll work on with my  
18      attorney.

19              Q.     Okay. But is your position that the reason  
20      you paid for work done in Unit 3 was because of the HOA's  
21      negligence in maintaining the building?

22              A.     Yes.

23              Q.     Okay. I'm going to scroll down here. This  
24      is an 18-page document but it's many purchase orders. I

1 just want to ask you about each of them.

2 This is for June 5th, 2019. The work here --  
3 can you see this okay?

4 A. Yep.

5 Q. So I'm highlighting this because from my  
6 review, this again has nothing to do with Unit 1 and this  
7 is work associated with Unit 3.

8 A. That's not true.

9 Q. And my question to you again --

10 A. This is for the roof. The roof belongs to,  
11 to the building.

12 Q. Right. It was the HOA's obligation to  
13 maintain the roof?

14 A. That's right.

15 Q. And its failure to maintain the roof is the  
16 basis that you are seeking to recover these damages now;  
17 correct?

18 A. I'm recovering damages because they lied to  
19 me about material issues with the building that they were  
20 required to disclose and they did not do that. They were  
21 required to disclose issues with the wall openings that  
22 are limited common elements. They did not disclose that.  
23 They know of materially evident information that affects  
24 the value of my unit. This materially affects the value

1 of my unit.

2 Q. Okay. But we're agreeing that the roof is a  
3 common element; correct?

4 A. The roof is a common element.

5 Q. And that the work here that was paid to  
6 Allendorfer for \$27,500 was for roof repair; correct?

7 A. Yes.

8 Q. So this next item is for mortar and sealant  
9 maintenance to all glass block openings. This was the  
10 work that was previously performed by Arrow; correct --

11 A. No.

12 Q. -- the sealant?

13 A. It didn't say -- it says the -- no, the Arrow  
14 contract doesn't say that they applied sealant to glass  
15 block openings. It also doesn't say that they performed  
16 mortar to glass block openings. That's not what the  
17 Arrow contract says.

18 Q. Okay. So in your mind, this is just  
19 different work altogether?

20 A. This is work that should have been done.

21 Q. Okay. So the next item here is front stoop  
22 to be constructed with lower beam walls and steel  
23 railings?

24 A. Yup.

1           Q.     What does this work have to do with something  
2     that wasn't properly disclosed?

3           A.     They were, they were aware of issues that  
4     materially affected the value of my unit. They're  
5     required to disclose that. There was significant water  
6     damage to the stairs that was caused by the glass -- by  
7     the split face block. They are required to disclose  
8     issues that they are aware of that would materially  
9     affect the value of my building.

10          Q.     So it's your position that the Association  
11     was aware of damage to the front steps, front stoop and  
12     didn't disclose it?

13          A.     That's right.

14          Q.     And that's your position because you believe  
15     the Association was aware of water infiltration generally  
16     to the building and should have known the causes of that  
17     would have included damage to the front stoop?

18          A.     That's correct. And they lied the entire  
19     time.

20          Q.     So this is another scope of work here which  
21     is again specific to Unit 3. Can you see this okay or do  
22     I need to zoom?

23          A.     Zoom it in, please.

24          Q.     You see where it says "kitchen and great

1 room"?

2 A. Yeah.

3 Q. So we agree that this is all work being done  
4 in Unit 3; correct?

5 A. That's right.

6 Q. And the reason that you paid for work that  
7 was being done to Unit 3 is because of the HOA's  
8 negligence in maintaining the common elements?

9 A. I didn't pay for this work.

10 Q. So I just pulled up the Allendorfer report  
11 which had all the work. I assumed --

12 A. You assumed wrong.

13 Q. Hold on.

14 (Brief pause.)

15 If you could look up here. What I was trying  
16 to do was figure out for the masonry work that accounts  
17 for \$61,919 of your damages as to all that went into  
18 that.

19 A. You can pull up the quote from Allendorfer.

20 Q. Well, that's what I was doing. I was going  
21 through it. But that was a \$15,000 item that you did not  
22 pay for?

23 A. No.

24 Q. But for purposes of this \$61,919, this is all

1 work that Allendorfer performed; correct?

2 A. Yes.

3 Q. Since I'm on this document, I wouldn't mind  
4 digging into it a little bit further. I think I have  
5 some of the answer based upon your prior testimony but  
6 nonetheless.

7 The first line item on here was the \$5,926.36  
8 for mold remediation which was mold remediation performed  
9 in Unit 3; correct?

10 A. No. There was mold in Unit 3 and there was  
11 mold in the walls and the floors and the joists.

12 Q. Mold in the walls of the entire building or  
13 mold in the walls of Unit 3?

14 MS. OSHANA: She said joists. I don't know if  
15 you heard her. She said floors and joists.

16 MR. FINFER: I did.

17 MS. OSHANA: Joists are obviously not in a  
18 unit.

19 BY MR. FINFER:

20 Q. Ms. Young, are you going to answer that  
21 question?

22 A. Would you please ask the question again.

23 Q. Yeah. Mold in the walls for the entire  
24 building or mold in the walls of Unit 3?

1           A.     There was mold in the building walls. There  
2 was also mold in Unit 3.

3           Q.     Where was the mold -- was there mold  
4 remediation performed in your unit? I thought you  
5 already said there wasn't?

6           A.     You asked me if there was mold in the  
7 building and I said yes. There's mold in the joists.

8           Q.     Where was that remediation work performed?

9           A.     Above and below and around Unit 3.

10          Q.     So these were some limited common element and  
11 some common element repairs?

12          A.     Yes.

13          Q.     And they were limited common elements for  
14 Unit 3; correct?

15          A.     Yes.

16          Q.     And so you believe that it is your  
17 responsibility to pay for this because of the HOA's  
18 negligence in maintaining the building?

19          A.     There was negligence and there were limited  
20 or there were walls of the building that had mold in them  
21 that had to be fixed.

22          Q.     Sure but that's a common element; correct?

23          A.     Sure. That's a common element.

24          Q.     And you believe that the mold in the common



1 elements, the walls and the joists was the result of the  
2 building's failure to properly maintain the building;  
3 correct?

4 A. There were two issues. The building was  
5 improperly constructed which was not disclosed to me and  
6 the HOA never did anything to remediate the issues. The  
7 HOA is comprised of the Gonrings, Unit 1, Unit 2 and Unit  
8 3.

9 Q. Bear with me for a second.

10 (Brief pause.)

11 THE WITNESS: Can I take a break while you're  
12 trying to find stuff?

13 MS. OSHANA: Can she take a break?

14 MR. FINFER: Sure. Ms. Young, you need to  
15 leave -- you need to take a break in 35 minutes?

16 THE WITNESS: Yes.

17 MS. OSHANA: I'm hungry too. Are we taking a  
18 lunch break?

19 MR. FINFER: Well, I figured we would just do  
20 that during that hour break.

21 MS. OSHANA: She has to attend a meeting for  
22 her kid.

23 MR. FINFER: Okay. Tell me what you'd like to  
24 do.

1 MS. OSHANA: I'd like to get food because she  
2 can't really eat while she's in a meeting.

3 MR. FINFER: Well, I don't want you to be  
4 uncomfortable, Ms. Young. I don't have a strong  
5 preference other than I'd like to get this done today.

6 MS. OSHANA: How much time do you think you  
7 have?

8 MR. FINFER: I don't know, 45 minutes, an  
9 hour.

10 MS. OSHANA: Oh, yeah, we need a lunch break  
11 for sure. Why don't we just break now? Let's break now  
12 because it's 1:20. She's got to be on the phone in 20  
13 minutes for her kid. It's probably going to last like an  
14 hour?

15 THE WITNESS: Yeah.

16 MS. OSHANA: So in the meantime, I'll go get  
17 some food for all of us. We'll eat and come back at 3.

18 MR. GOOD: 3:05?

19 MS. OSHANA: Your meeting is until 3?

20 THE WITNESS: I can't say for sure, but it's  
21 scheduled for an hour.

22 MS. OSHANA: Okay. This is for -- you know,  
23 she has no choice but to attend this meeting. Why don't  
24 we just -- are you guys like -- are you by your phones?

1 Can we e-mail you and say okay, we're back or -- you  
2 know, is that possible?

3 MR. GOOD: I'm going to leave my Zoom window  
4 open.

5 MS. OSHANA: Can you do the same?

6 MR. FINFER: You want to e-mail one of us? I  
7 think we all plan on being back here at 3:05.

8 MS. OSHANA: Yeah, let's do that.

9 MR. FINFER: Okay.

10 MS. OSHANA: Okay. Thanks.

11 (WHEREUPON, a lunch break  
12 was taken.)

13 MR. FINFER: Is it possible to have the court  
14 reporter read back the last exchange?

15 (Requested portion of the  
16 record read.)

17 BY MR. FINFER:

18 Q. So I want to share what we can mark as  
19 Gonring Exhibit 6. Ms. Young, are you able to see this?  
20 I can zoom out a little bit if that's helpful.

21 A. Yes, I can see it.

22 Q. Would this be the purchase order for the mold  
23 work that was performed?

24 A. Yes, it is.

1           Q.     So I'm just looking at this invoice. Some of  
2     it is covered over by the check that was written. Just  
3     for the record, this is what was produced, so it's  
4     Plaintiff's Bates stamp 819. I see where the mold  
5     remediation work was performed all within the interior of  
6     the unit. I'm trying to get some clarity as to whether  
7     this was the extent of the mold work that was performed  
8     or if there's another invoice out there.

9           A.     I can produce the invoice without the check  
10    on top of it, but the last -- 1, 2, 3 -- 5, it looks like  
11    it's "Sanitize exposed walls."

12          Q.     And so this was what you were referring to  
13    when you were talking about the common elements?

14          A.     I'll have to look at that. I can't read it.

15          MR. FINFER: Carol, is that something you  
16    could produce?

17          MS. OSHANA: Yeah.

18          MR. FINFER: Carol, is that something you  
19    could produce?

20          MS. OSHANA: Yeah.

21          MR. FINFER: Thank you.

22          MS. OSHANA: Um-hum.

23    BY MR. FINFER:

24          Q.     I'm going to show you what, I don't believe

1       it's been shown before, we'll mark as Exhibit 7 which is  
2       the Association's 22.1 Disclosure. Ms. Young, have you  
3       seen this document before?

4             A.       Yes.

5             Q.       Okay. And I want to call your attention to  
6       question 3 which asks if there's any reserves designated  
7       by the Association for any specific projects. The answer  
8       was: "No." Then with respect to question 4: "Are there  
9       any anticipated capital expenditures," and the answer is  
10      "No." Is it -- this document was signed by John Gorr.  
11      Is it your position that when he signed this document  
12      indicating that there were no anticipated capital  
13      expenditures that this was a lie?

14            A.       They were lying.

15            Q.       So it is your position that this was a lie by  
16      the Association?

17            A.       Kelsey and John have e-mails back and forth  
18      about how they were going to fill this out. This is a  
19      lie.

20            Q.       Okay. But this is signed just -- Kelsey  
21      didn't sign this document just John did?

22            A.       Yep. Kelsey was telling John how to write  
23      it. They were part of the HOA. They colluded about how  
24      they were going to fill this out.

1           Q.     Just to clarify, I think the e-mail  
2     communication you were referencing relates to the sale of  
3     a different unit?

4           A.     No, it does not.

5           Q.     And really my question -- but regardless of  
6     what work product went into completion of this 22.1  
7     Disclosure, it's your position that the representations  
8     made in here are false; is that correct?

9           A.     Yes.

10           MR. FINFER: Was this marked as an exhibit, it  
11     must have been --

12           MR. KOJS: Yeah.

13           MR. FINFER: -- your damages?

14           MR. KOJS: Yeah.

15           MR. GOOD: It's Exhibit 9 for Plaintiff.

16           MS. OSHANA: Not for Plaintiff. For yours.

17           MR. KOJS: I said Plaintiff's exhibit.

18           MS. OSHANA: Oh, you're calling it Plaintiff's  
19     exhibit?

20           MR. KOJS: Yeah.

21           MS. OSHANA: Okay.

22     BY MR. FINFER:

23           Q.     So I want to go back to the masonry work that  
24     we talked about a little bit in the Allendorfer post. I

1 haven't seen anything in the production that shows what  
2 the base \$120,000 contract was for. What was produced is  
3 what we sort of went through, and I think that you  
4 recalled there was some work that was anticipated being  
5 performed for Gorrs' unit on the interior which you  
6 testified to that you didn't pay for. I didn't see  
7 anything with respect to the full contract scope of the  
8 120,000.

9 A. Okay.

10 Q. Do you have that?

11 A. I sent it over. Yeah, I'll resend it.

12 Q. Well, I mean here's -- I just want to pull  
13 this up. This is what we had marked as Gonring Exhibit  
14 5. I pulled this from your production. I could scroll  
15 through it real quickly but I don't see anything in here  
16 that accounts for the full 140 or \$120,000.

17 A. Okay. I'll send it through.

18 MS. OSHANA: I think -- I'm pretty sure I sent  
19 it to you.

20 BY MR. FINFER:

21 Q. This is what you sent. I looked back during  
22 the breaks to make sure that I wasn't missing something,  
23 and it's also, for whatever it's worth, the same thing  
24 that the Association sent and so I can't figure out --

1       because if you look, for example, we have a previous  
2       contract total of 129, excuse me, \$129,900 here, but if  
3       you go -- if you scroll through the entirety of this  
4       document, you never really get -- I think it might be a  
5       different contract. This is for roofing work.

6             A.     Yep. Can you go back --

7             Q.     This is for elevation tuckpointing.

8             A.     Can you go back to the spreadsheet?

9             MS. OSHANA: Go back to the spreadsheet.

10            THE WITNESS: Can you scroll to the right?

11                               (Attorney scrolling.)

12                               Okay. I'll send the invoice again.

13       BY MR. FINFER:

14             Q.     Yeah, you sent this check on April 9th for  
15       \$60,000.

16             A.     Yep.

17             Q.     Since we're on this topic, the \$60,000 -- I'm  
18       sorry?

19             MS. OSHANA: No, I was trying to figure out  
20       where we could find it but go ahead.

21       BY MR. FINFER:

22             Q.     The check for \$60,000 that you wrote, check  
23       1004 --

24             A.     Yes.



1 Q. -- did that come from your personal funds?

2 A. No. That's an HOA check.

3 Q. But you wrote a total of \$60,000, no?

4 A. I have all images of all the checks that I  
5 wrote, and I can clarify which checks are for what. One  
6 side is HOA check, and one side is my check to the HOA.

7 Q. Let me see if I can show you this. Are you  
8 able to see this check here?

9 A. No.

10 Q. It's not -- hold on. I can't tell what's  
11 shared. Do you see the check --

12 A. Yes.

13 Q. -- that you wrote?

14 A. Yes.

15 Q. So this is on August 6, 2020. So I have this  
16 check. I have this check on April 25th, 2019 for 26,400.

17 A. Okay.

18 Q. I assume this corresponds with -- maybe it  
19 doesn't. I see on your spreadsheet that you have there  
20 was a check written from the Association for -- here we  
21 go. I see. So your initial deposit was 26,400?

22 A. I don't know. If you go back to the  
23 spreadsheet, every check number I wrote corresponds with  
24 the HOA payments, and I have images that I've verified

1 and validated in --

2 Q. So I think I understand you now. So this  
3 was -- the initial payment here was 26,400. Then there's  
4 another payment for \$8,712 and another payment for 4,158  
5 then another for 9,722?

6 A. Yeah, that's correct. There's an initial  
7 deposit, and then you had to make progress payments  
8 against that contract or against the work that was being  
9 done.

10 Q. Okay. And for the total of the \$61,919 that  
11 you paid to Allendorfer did these funds -- did this money  
12 come from your personal funds?

13 A. Yes.

14 Q. So no one lent you money or no one paid this  
15 on your behalf?

16 A. No. You can see my home equity line of  
17 credit, my 401(k) withdrawal, my 401(k) loan.

18 Q. Okay. I don't know that we have all these  
19 checks but I'd ask that whichever checks --

20 A. You have all the checks. I have reconciled  
21 this six times.

22 MS. OSHANA: Was it in the one we just sent  
23 right now, the last one too?

24 THE WITNESS: Yes.

1 MS. OSHANA: Did you get my e-mail on Friday?

2 MR. FINFER: Yes. That's what I have pulled

3 up. So I've got three checks --

4 THE WITNESS: Okay.

5 MR. FINFER: -- from Ms. Young.

6 MS. OSHANA: Hold on. She's pulling them up  
7 for you.

8 THE WITNESS: So the HOA checks for this  
9 particular masonry work that was done 3-26-19 is in a  
10 folder that's been shared with you called "HOA Check  
11 Reconciliation."

12 MR. FINFER: I have it entitled "HOA Checks  
13 And Bill Payments."

14 THE WITNESS: Okay. I don't have it open in  
15 front of me, so I can't --

16 MS. OSHANA: You mean the drive?

17 THE WITNESS: Yeah.

18 MR. FINFER: I just want to make sure we're --  
19 I believe you. I just want to make sure that we're not  
20 missing some production since we're all sitting here, you  
21 know, spending our time doing this. I don't want to have  
22 to come back.

23 MR. MCCARTHY: This is Paul McCarthy. I've  
24 gone through the production too. I can't tie out all of

1 the checks from Melinda's account, so I would echo the  
2 request just to make sure that we have within the  
3 production all of the checks that were written from her  
4 various accounts.

5 MS. OSHANA: I'll make sure -- she and I will  
6 go over it again and I'll make sure that everything -- if  
7 there's anything missing, I'll definitely get it to you.  
8 I'll just reproduce all those -- you're talking about  
9 those one, two, three, four -- is it ten checks?

10 MR. FINFER: Is there a way for that to happen  
11 while we're sitting here?

12 MS. OSHANA: Can we get -- do you think we can  
13 get on the drive?

14 THE WITNESS: How long do you want to sit here  
15 for?

16 MR. FINFER: Not much longer, but by the same  
17 point, otherwise, we're going to look at these documents  
18 and we're going to have to come back.

19 THE REPORTER: Do you want to go off the  
20 record?

21 MR. FINFER: We can go off the record.

22 (Discussion had off the  
23 record.)

24 I'm going to stop the share for a minute

1 while you pull that up.

2 (Discussion had off the  
3 record.)

4 Ms. Young, are you able to sort of move  
5 the camera a little bit just so I could see you?

6 (Camera readjusted.)

7 Thank you.

8 BY MR. FINFER:

9 Q. All right. You have to bear with me as I try  
10 to work through some of this because I'm looking at it  
11 for the first time. I'm just going to start here. No  
12 particular reason.

13 These are images of alleged water damage in  
14 Unit 1; is that correct?

15 A. Water infiltration and water damage, yes.

16 Q. When were these photos taken?

17 A. Since 2018.

18 Q. These photos were taken in 2018?

19 A. Since 2018. There have been multiple  
20 occasions of water intrusion. These represent different  
21 times that water has been in my unit.

22 Q. It looks like there's some stamp on there  
23 from 2021?

24 A. As I said --

1 Q. What do you --

2 A. -- the water has been infiltrating since the  
3 fall of 2018. These are different images of multiple  
4 occasions that water has been infiltrating my unit from  
5 those windows.

6 Q. What did you take these photos with?

7 A. Camera.

8 Q. Was it like an iPhone camera?

9 A. Yeah, an iPhone camera.

10 MR. GOOD: Jordan, could we go off the record  
11 for a second?

12 MR. FINFER: Yes.

13 (Discussion had off the  
14 record.)

15 So just to be clear, I received a PDF but  
16 what Ross had access to was the metadata you see on the  
17 right, so we're going to have to go through each photo  
18 and confirm the accuracy on this metadata.

19 BY MR. FINFER:

20 Q. If you look at the photo right here, this  
21 indicates that it was taken --

22 A. I can't see. Your faces are over the  
23 metadata.

24 MS. OSHANA: Can you make it smaller? Can you

1 move the metadata? Can these screens be --

2 MR. FINFER: You can move our faces too.

3 MS. OSHANA: He's moving them. Hold on.

4 (Brief pause.)

5 MR. GOOD: Can you see the right side of the  
6 screen?

7 MR. KOJS: Yeah.

8 MR. FINFER: Where did Ms. Young go?

9 MS. OSHANA: She's getting water.

10 BY MR. FINFER:

11 Q. Can you see this, Ms. Young?

12 A. Yeah.

13 Q. So you see that it says "October 7th, 2021"?

14 A. No.

15 Q. Do you see where it says "Info"?

16 A. Yep.

17 Q. Do you see below it says "2-23"?

18 A. Yes.

19 Q. Then below there it says "October 7, 2021"?

20 A. Yes.

21 Q. "6:35 p.m."?

22 A. Um-hum.

23 Q. Do you have any reason to believe that that  
24 date is incorrect as to the date of when you took this

1 photo?

2 A. No.

3 Q. I'm sorry. Was that a no? I didn't --

4 MS. OSHANA: She said no.

5 BY MR. FINFER:

6 Q. Okay. Let's go to the next one. Same  
7 question. Do you see here it says "October 7th, 2021  
8 6:37 p.m."?

9 A. Yep.

10 Q. Is that date correct?

11 A. Yep.

12 Q. Okay. Let's do the next one. Same question.  
13 This says "October 7th, 2021 at 6:31 p.m"?

14 A. Yep.

15 Q. Do you have any reason to believe that that  
16 date is incorrect?

17 A. No.

18 Q. Okay. Next one. This says "October 7th,  
19 2021 6:34 p.m." Any reason to believe that this date's  
20 incorrect?

21 A. No.

22 Q. Next one. This says "October 7th, 2021 6:37  
23 p.m."?

24 A. Yep.



1           Q.     Any reason to believe that -- is that date  
2     correct?

3           A.     No.

4           Q.     No, it's not?

5           A.     No, I have no reason to think it's incorrect.

6           Q.     Okay. Got it.

7                     Let's go to the next one. This one says  
8     "February 7th, 2023"?

9           A.     Yes.

10          Q.     Do you have any reason to believe that that  
11     date's incorrect?

12          A.     No.

13          Q.     Do you have any more?

14                   MR. McCARTHY: I don't mean to be the  
15     technological knuckle dragger here but where are you  
16     seeing the dates on these?

17                   MR. FINFER: On the right-hand side where it  
18     says "Info."

19                   MR. McCARTHY: Oh, I see. My Zoom window is  
20     over it.

21                   MR. FINFER: Yeah.

22                   MR. McCARTHY: Okay. Thank you.

23                   MR. FINFER: Did we just go through all the  
24     photos there, Ross?

1                   MR. GOOD: These two appear to be duplicates,  
2                   so yes.

3                   MR. FINFER: Okay. I think you can stop  
4                   sharing.

5                   MR. GOOD: Okay.

6                   BY MR. FINFER:

7                   Q.       Ms. Young, would you agree that all the  
8                   photos of the water filtration were taken on October 7th,  
9                   2021 and February 7th, 2023?

10                  A.       Those pictures reflect those dates.

11                  Q.       Are there others?

12                  A.       I've produced everything that I have. The  
13                  Mulligans had water in Unit 1. John Gorr says there's  
14                  been water infiltration in Unit 1. I'm seeing water  
15                  infiltration in Unit 1. And why the hell did they flash  
16                  the rear deck sliding doors if they weren't having water  
17                  infiltration in their unit?

18                  MS. OSHANA: He's just asking about the  
19                  photos. Are those the only photos?

20                  BY THE WITNESS:

21                  A.       As far as I know, those are the only photos.

22                  BY MR. FINFER:

23                  Q.       Okay. All right. So the next thing I  
24                  noticed I haven't seen before -- I'll share this. Can

1       you see this document here?

2               A.       Yes.

3               Q.       For the record, this is an engagement letter  
4       between the 2726 West Cortez Condominium Association and  
5       Klein, Daday, Aretos & O'Donoghue, Attorneys-at-Law.  
6       This is a contract for legal services related to a demand  
7       to Arrow Masonry & Exteriors dated July 22, 2020. Did  
8       you ever enter into an engagement letter with Klein,  
9       Daday, Aretos & O'Donoghue?

10              A.       The HOA did.

11              Q.       And do you know if a demand was sent to Arrow  
12       Masonry?

13              A.       Yes.

14              Q.       And what came of that?

15              A.       Nothing.

16              Q.       Is this law firm still engaged to pursue a  
17       claim against Arrow?

18              A.       They could be. I don't have any more money  
19       to pursue any legal action against anyone else, and I  
20       certainly don't want someone with an F on the Better  
21       Business Bureau rating to come back or have anything to  
22       do -- to touch this building. They did shoddy work.

23              Q.       I'm not sure who you're referring to.

24              A.       Arrow. Arrow Masonry.

1           Q.     Well, there has never been produced a demand  
2     letter by the Association to Arrow Masonry.

3           A.     Okay. Ask the Association.

4           Q.     Has any money been recovered from Arrow?

5           A.     No.

6           Q.     Do you know if there's any communication  
7     between Arrow and the counsel that you hired?

8           A.     There is not that I know of.

9           Q.     I'm at a bit of a loss because this is a --  
10    separately is a claim on behalf of the Association  
11    against Erie Insurance Group.

12          A.     Yes.

13          Q.     Did the Association file a lawsuit against  
14    Erie Insurance?

15          A.     I believe so, but you'd have to ask John  
16    Gorr. This was his work.

17          Q.     What was the outcome of that lawsuit?

18          A.     I don't recall.

19          Q.     Did the Association recover some money?

20          A.     No, not at all.

21          Q.     What was the nature -- what was the nature of  
22    the lawsuit?

23          A.     I'd have to go back and look. I don't  
24    recall.

1           Q.     The last item on this document here is  
2     "Motion for Judgment on the Pleadings" which suggests to  
3     me that some at least endeavor to pursue a judgment  
4     against  
5     Erie -- I'm not -- it's not quite clear from this  
6     document whether that was obtained or not.

7           A.     You need to ask John.

8           Q.     Well, what's your role within the  
9     Association?

10          A.     I have to do everything.

11          Q.     But you didn't do anything for this lawsuit?

12          A.     Okay. I was general contracting over  
13     \$260,000 worth of repairs. It was the middle of COVID.  
14     I have three children. I don't know how to get money on  
15     the table, so forgive me if I didn't have the chance or  
16     the opportunity to work on this. Because of your  
17     client's lies I have so much debt. You have ruined my  
18     life. This has been a nightmare from the start, so I  
19     don't appreciate you going into me and asking me why I  
20     didn't do one thing or another. I did everything I could  
21     to remediate the issues that your clients left this mess  
22     for me.

23          Q.     Yeah, I'm not challenging the effectiveness  
24     of your efforts.

1           A.     You absolutely are.

2           Q.     However, we are -- no. We are here because  
3     you are pursuing a lawsuit for damages, and it is very  
4     relevant in that lawsuit as to whether or not any damages  
5     have been recovered to offset losses as we're not seeing  
6     any of that on your damage calculation and so --

7           A.     Correct.

8           Q.     -- that's the reason I'm asking the question.

9           MS. OSHANA: It looks like it might be a  
10    coverage lawsuit. Isn't that what this is? Isn't that  
11    coverage, seeking coverage?

12          THE WITNESS: I don't remember.

13          MR. FINFER: One could presume, but that  
14    doesn't make much sense in a deposition when we're trying  
15    to understand all the facts.

16          MS. OSHANA: We can look it up. It's in the  
17    state court; right? We can look it up.

18          MR. FINFER: Well, the bigger issue, Carol, is  
19    that we're four years into this litigation and I've never  
20    seen any of these documents.

21          MS. OSHANA: I don't know anything about this  
22    lawsuit either, so we can look it up.

23          MR. FINFER: Okay. Well, your client produced  
24    it to you.

1 MS. OSHANA: It's not really relevant to mine  
2 unless they got money which I don't think they did. I  
3 can look up the lawsuit. I think it's just about  
4 coverage which I'm sure was denied.

5 MR. FINFER: I appreciate you opining  
6 something you know nothing about.

7 MS. OSHANA: Otherwise, I'd be getting paid  
8 from the insurance company, right, but clearly they don't  
9 have coverage.

10 BY MR. FINFER:

11 Q. Okay. Ms. Young, you don't know the outcome  
12 of the lawsuit against Erie Insurance?

13 A. No, I don't recall at this time. We did not  
14 receive any money.

15 Q. Okay. And you don't know the outcome of the  
16 demands pursued against Arrow Masonry?

17 A. There was no -- nothing happened after the  
18 demand letter was issued.

19 Q. Has the Association, to your knowledge,  
20 recovered dollars from any other third party related to  
21 the damages that you've asserted in this lawsuit?

22 A. Not to my knowledge.

23 Q. And is there anybody else besides you that  
24 would know of this?

1 MS. OSHANA: Gorr.

2 BY THE WITNESS:

3 A. Yeah, you'd have to ask John Gorr. You'd  
4 have to ask Kristen.

5  
6 BY MR. FINFER:

7 Q. Okay. Let's get back into the damage  
8 analysis here. So we went through the masonry work. I  
9 think we now have the contract with Allendorfer. The  
10 next item on this list is "Structural, exploratory and  
11 structural engineer steel beams to rebuild ceiling and  
12 roofing/floor of Unit 3." You wrote a check -- was this  
13 Allendorfer?

14 A. This was Allendorfer.

15 Q. To Allendorfer?

16 A. Yes.

17 Q. Do you know what the findings of that  
18 exploratory work were?

19 A. Yeah, there's a findings document.

20 Q. I think I have that. Hold on a second. I  
21 have a final structural engineer -- hold on. This is  
22 titled "Final Structural Engineer Exploratory Work  
23 Invoice." Is this where it would be or no?

24 A. Under structural engineering repairs there



1       are several invoices.

2               Q.     Yep.

3               A.     I'm off line again. I can't access this.  
4       Okay. I'm in the folder with the structural engineering.

5               Q.     I'm just looking for the report on the  
6       exploratory findings. I think it's this one.

7               A.     No.

8               Q.     Final structural --

9               A.     There's actually a stamped structural  
10      engineering report that exists.

11              Q.     Is that in here?

12              A.     I don't see it.

13              Q.     Okay. So the "structural exploratory and  
14      structural engineer steel beams to rebuild ceiling," this  
15      is all work that was done within Unit 3 and on the roof  
16      above Unit 3; correct?

17              A.     The steel beams are part of the common  
18      elements.

19              Q.     Okay. That's what I wanted to understand.  
20      So we're talking about common elements and possibly  
21      limited common elements. I don't know if roofing/floor  
22      of Unit 3 -- that would strike me as a limited common  
23      element to Unit 3?

24              A.     I would need to read the report but I believe

1       you're right.

2               Q.       And did this become -- as to the limited  
3       common elements, was this your responsibility because of  
4       the Association's general negligence or breach of its  
5       obligations to maintain the building?

6               A.       Yes.

7               Q.       So let me go down to 6-26 2019. This is  
8       truss work and roof replacement. Again, this is all  
9       common element work; correct?

10              A.       I believe the roof is a common element. I  
11       don't know what a truss is.

12              Q.       It looks like this is the invoice for that  
13       work. Can you see this okay? I can zoom in if you need  
14       me to.

15              A.       Yeah, that looks like it. That's the initial  
16       contract not -- yeah, the initial contract.

17              Q.       So if I'm looking here: "Remove  
18       approximately 100 square feet of additional drywall  
19       ceiling on the south end of Unit 3, dismantle parapet  
20       wall on east side of building to access truss pockets,  
21       rebuild parapet wall, furnish all labor, furnish and  
22       apply mold sealant to all exposed trusses." This  
23       contract is for 64,690. There must have been some change  
24       orders for this as well?

1           A.     Yes, I believe there were. So the  
2     engineering services here are split out from the truss  
3     work.

4           Q.     Yeah, I see that. Okay. Did any of this  
5     work -- I'm just looking at this invoice or this contract  
6     for the moment. Where it says: "Remove the existing  
7     drywall, ceiling and walls in Unit 2, expose truss and  
8     truss pockets," I assume that the idea here was that  
9     because there was exposure on the roof that it impacted  
10    the trusses and truss pockets in Unit 2?

11          A.     We did not find issues with Unit 2. I  
12    believe we opened the floor and we didn't find any  
13    issues.

14          Q.     Okay. I'm going to go back to the damages  
15    calculation. So then we have: "South facing terrace  
16    roof replacement, Unit 2 and Unit 1 responsibility"?

17          A.     So those were common elements.

18          Q.     So why wasn't Unit 3 responsible?

19          A.     I think that's a typo. Oh, yeah, there's no  
20    roof over John's balcony. No, there are. I have to look  
21    at a picture of the structure, but on the south side of  
22    the building there are two decks. There's a deck off  
23    Unit 3, I believe. There's a deck off Unit 2 on the  
24    south side. There was water leaking into Unit 1, so

1       those --

2               Q.       From the terrace of Unit 2?

3               A.       From the roof of Unit 2.

4               Q.       Was this Allendorfer that did this work too?

5               A.       Yes.

6               Q.       I'm just looking for this -- was this  
7 contract under roofing in the subfolder of Allendorfer?

8               A.       I'm looking.

9               Q.       Oh, here we go. I got it.

10               Hold on. So I'm looking at a contract dated  
11 March 16th, 2021. This is for the work that's reflected  
12 here in your damage calculation for south facing terrace  
13 roof replacement?

14               A.       Yes.

15               Q.       I'm looking at this and I apologize. It  
16 doesn't seem apparent to me. What does this have to do  
17 with the water infiltration in Unit 3?

18               A.       The roof of Unit 2 is the deck of Unit 3.  
19 The ceiling of Unit 2 is the deck, south facing deck in  
20 Unit 3.

21               Q.       This happened two years after you repaired  
22 the roof on Unit 3 or the roof of the building I should  
23 say and the interior of Unit 3. Yeah, almost, I guess  
24 almost three years. It's just not clear to me whether

1       this relates to --

2             A.       It's all related.

3             Q.       -- the fact that you feel it's --

4             A.       It's all related.

5             Q.       In your mind, it's all related because -- in  
6       your mind, you feel it's all related because the building  
7       had water infiltration so any subsequent water  
8       infiltration problems relate back to that initial lack of  
9       as you allege disclosures?

10            A.       The ESI report stated that there were  
11       structural issues in all the wall openings. Water  
12       continued to come in the building. As we found the water  
13       coming into the building, we fixed it. This was during  
14       COVID, so I can't -- I got these guys out as soon as I  
15       can get them out, but this was as you can see a  
16       significant amount of work.

17            Q.       Yeah, I recognize that the building needed a  
18       lot of work. What I'm trying to parse out is whether  
19       that work relates to what disclosures you allege should  
20       have been made versus what disclosures were made, and  
21       that's why the timing of this is what I'm asking about.

22            A.       It's all the same.

23            Q.       Just so I understand, in your mind, it's all  
24       the same because there was water infiltration in Unit 3

1       that was not as you allege properly disclosed and that  
2       lack of alleged disclosure created issues throughout the  
3       entire building that took some time to figure it out, was  
4       that your position?

5           A.       They didn't disclose the water infiltration  
6       in Unit 1 on both the south facing windows as well as  
7       their sliding door. All of this is related to the ESI  
8       report that indicates that the building was incorrectly  
9       built and there were structural defects with the  
10      building. They had the obligation to disclose those  
11      limited common elements and they never disclosed it.

12           MR. FINFER: Could we just take a quick, real  
13      quick just two-minute break? I just need another  
14      document. I don't have it in front of me. Thank you.

15                               (WHEREUPON, a break was  
16                               taken.)

17      BY MR. FINFER:

18           Q.       I am now sharing the ESI report. We could  
19      mark that as Gonring Exhibit 8.

20           Ms. Young, can you see this?

21           A.       Yes.

22           Q.       I'm sorry. I didn't hear an answer.

23           A.       Yes, I can see the report.

24           Q.       This is the report that's dated October 20th,

1       2017?

2           A.     Yes.

3           Q.     This is a report that you've been referencing  
4       which shows that the entire unit's structurally unsound;  
5       correct?

6           A.     Yes.

7           Q.     So I just want to note, and maybe you're  
8       already aware of this, but the intro of this report is  
9       that the scope was to inspect water infiltration  
10      occurring in Unit 3. I'm highlighting that for your  
11      reference. Do you see that?

12          A.     I do.

13          Q.     Would you agree that the scope of ESI's  
14      inspection was just in Unit 3?

15          A.     No. They say the entire structure at window  
16      and wall openings is defective. Structure includes Unit  
17      1, Unit 2 and Unit 3.

18          Q.     But they didn't go into Unit 1 or Unit 2?

19          A.     They talk about the limited common elements  
20      of Unit 1, Unit 2 and Unit 3.

21          Q.     But if you read the report, the only unit  
22      they went into was Unit 3?

23          A.     They don't have to go into the unit to  
24      determine that there's a structural issue.

1           Q.     I see. So we're in agreement that ESI's  
2 inspection was limited to Unit 3; correct?

3           MS. OSHANA: No.

4

5 BY THE WITNESS:

6           A.     No. They filed an insurance claim for the  
7 building which includes Unit 1, Unit 2 and Unit 3, and  
8 the report talks about the structure which is Unit 1,  
9 Unit 2 and Unit 3. Water infiltration is occurring at  
10 various locations of the structure.

11 BY MR. FINFER:

12           Q.     But just so we're clear, it's talking about  
13 Unit 3?

14           A.     It's talking about the entire --

15           Q.     And I'm fine -- we don't have to agree on  
16 this, but when you see the word structure here, it's your  
17 opinion that structure refers to the building not Unit 3?

18           A.     Structure is Unit 1, 2 and 3.

19           MR. WATTS: Read the second bullet.

20 BY THE WITNESS:

21           A.     It says that the water infiltration is  
22 occurring --

23           MR. KOJS: You can't keep telling her how to  
24 answer.



1 MS. OSHANA: Leave it alone. The document  
2 says what it says.

3 MR. FINFER: I'm sorry. I can't hear her. Is  
4 Carol telling her how to answer?

5 MS. OSHANA: No. No. The document says what  
6 it says. It is what it is.

7 MR. FINFER: With all due respect, this is  
8 your entire case, so it is relevant for us to discuss.

9 MS. OSHANA: You have a right to discuss it.  
10 I'm not talking to you. I'm talking to counsel.

11 BY MR. FINFER:

12 Q. Ms. Young, do you mind just lowering your  
13 camera a bit so I can see your face? I'm sorry.

14 A. Yes.

15 Q. I just want to see your face.

16 A. I can see my face on the screen.

17 Q. Would you mind just lowering it a little bit?

18 MS. OSHANA: It's black on the screen. I  
19 don't know why. I don't know if it's frozen on yours,  
20 Jordan.

21 MR. FINFER: Oh. It just went frozen. Could  
22 we get that back up.

23 (WHEREUPON, a break was  
24 taken.)

1 BY MR. FINFER:

2 Q. So going back to the ESI report, it talks  
3 about discussion and conclusion. It says: "ESI was  
4 retained to determine the cause of the water infiltration  
5 occurring in Unit 3 of the structure located at 2726 West  
6 Cortez," and it provides the following summary of its  
7 opinion that indicates here that a masonry contractor  
8 should be contacted and recommends BRAL Restoration. Do  
9 you see that?

10 A. Yes.

11 Q. So if we go to the BRAL report, they hired  
12 who ESI recommended. We could mark the BRAL report as  
13 Exhibit 9. You see the recommendations or the results of  
14 the water testing?

15 A. What are you pointing to?

16 Q. Well, take a moment to read this.

17 A. Yes. It says: "The existing flashing  
18 allowed the water to penetrate right to the back of the  
19 wall. They were able to produce leakage into Unit 3  
20 because of the deficiencies in the building within ten  
21 minutes of spraying water," and they decided not to go  
22 any further.

23 Q. Well, that's incorrect. They hired Arrow  
24 Masonry; right? And the report states: "Previous

1       proposal including as-needed repointing and application  
2       of two coats of Modac was modified to include the  
3       application of one coat of chem treat as an alternative."  
4       We're talking about --

5             A.       So it talks about the flashing that was not  
6       working and it talks about water coming through the  
7       building.

8             Q.       Then it talks about a recommendation?

9             A.       Right, from a contractor not a certified --  
10       who did the ESI report? A licensed structural engineer.

11            Q.       But you would agree that they hired Arrow  
12       Masonry to perform the work that was recommended here at  
13       the bottom of the BRAL report; correct?

14            A.       No. They didn't do all the work. It says it  
15       was flashing issues. They didn't hire someone to  
16       complete all the work.

17            Q.       So the issue then you have is that there was  
18       sealant but there wasn't flashing?

19            A.       They didn't repair the issues to the  
20       building. They did a crappy job putting on the sealant.  
21       That didn't work. They added caulk which was not the  
22       right thing to do from the information I've learned, and  
23       they didn't flash the, all the windows and door openings.

24            Q.       So I'm not really debating whether or not

1 Arrow did a poor job. My question to you is what does  
2 Arrow doing a bad job have to do with the Gonrings.

3 A. Kelsey signed the contract. How can you take  
4 all these different quotes over all these years for  
5 hundreds of thousands and then make a \$17,000 decision?  
6 Only an idiot would do that. They went with the cheapest  
7 solution. They continued to ignore the problem.

8 Q. Even though they were following both ESI and  
9 BRAL?

10 A. No, they didn't. They didn't fix the  
11 structural openings in the walls and the doors. They  
12 didn't fix all the flashing.

13 Q. Have you seen all the quotes they got for the  
14 work?

15 A. I don't know. What's been produced I've seen  
16 the quotes, yes.

17 Q. So you're aware that Arrow was not the  
18 cheapest to do the work?

19 A. Arrow was the cheapest of the three quotes  
20 they got for \$17,000. All these other quotes are coming  
21 in at 60,000 to \$100,000 and they choose the \$17,000  
22 quote. That is ridiculous.

23 Q. How did you learn that information?

24 A. I looked at the quotes.

1 Q. And you got the quotes from the HOA?

2 A. I got the quotes from John Gorr.

3 Q. When?

4 A. When he disclosed to me that Unit 1, 2 and 3  
5 were having water infiltration in September.

6 Q. Let's get back to your damages calculation  
7 here. When John disclosed this in 2018, did he tell you  
8 that he thought the issue was resolved?

9 A. No. He told me there was a continued history  
10 of water issues being in the building.

11 Q. Yes, but if you look back at his e-mail, this  
12 is the meeting, this was September 10th, 2018 where he  
13 says: "To the best of our knowledge, the water was due  
14 to water intrusion through split face block prior to the  
15 building being sealed on May 31st, 2018." I know you're  
16 saying the work was done was not work that should have  
17 been done and wasn't done well, but I'm asking you about  
18 Gorr's knowledge at the time. There's a difference.

19 A. He knew. He knew. He's lying.

20 Q. So you think what he said here in this  
21 meeting, this was a lie?

22 A. Yes.

23 Q. So on August 8, 2021, you wrote a check  
24 for -- I guess you had work performed to refinish

1 building front door?

2 A. Yes.

3 Q. Can you explain how this has to do with leaks  
4 in the building?

5 A. There was water leaking from the building  
6 onto the door. The door was damaged from water  
7 infiltration.

8 Q. This occurred three years after you bought  
9 your unit?

10 A. This entire building --

11 Q. Was this just a --

12 A. -- was crumbling. This work had to be staged  
13 out, and it takes an entire amount of work and time to  
14 get this stuff done.

15 Q. What about the heat trace cable installation,  
16 what is that?

17 A. We haven't put that in yet.

18 Q. Okay. Have you paid for all the truss work  
19 and roof replacement?

20 A. Yes.

21 Q. But the heat trace cable installation, that  
22 work hasn't been done?

23 A. Correct.

24 Q. What is that work?

1           A.     They have to install some electric heating  
2     element into the downspouts off the roof.

3           Q.     For when it freezes?

4           A.     Yes.   Water infiltrates the building.

5           Q.     So in terms of your total financial  
6     responsibility through October 31st of last year, not all  
7     of this has been paid yet?

8                   MS. OSHANA:   You mean paid for?

9     BY MR. FINFER:

10          Q.     No.    The \$2,882 for the heat trace cable  
11     hasn't been paid for.   Is there anything else on here  
12     that you haven't paid for?

13          A.     No.

14                   MS. OSHANA:   Windows.

15     BY THE WITNESS:

16          A.     Oh, yeah, my windows.   We haven't replaced my  
17     windows.   That's further down below.

18     BY MR. FINFER:

19          Q.     Yes.   Yes.   Right.   So here you have the  
20     rebuild of interior Unit 3 but this you didn't pay for;  
21     right?

22          A.     Correct.

23          Q.     The attorney's fees for the HOA, did you pay  
24     the -- was this another special assessment where you paid

1       \$2,500?

2             A.     Yes, it was.

3             Q.     Then I understand your interest on the HELOC.  
4       What was the amount of the loan you got?

5             A.     \$101,000.

6             Q.     Has that been paid back?

7             A.     No.

8             Q.     And you also took out a loan on your 401(k)?

9             A.     Yes.

10            Q.     Has that been paid back?

11            A.     Yes.

12            Q.     That was paid back as of June 30th, 2021?

13            A.     Yes.

14            Q.     Window work you haven't done.

15                    Have you actually paid Oshana Law \$50,000?

16            A.     Those are my accrued fees to date. No, I  
17       have not.

18            Q.     Are you paying hourly or is this a  
19       contingency case?

20            A.     I'm paying hourly.

21            Q.     How much have you paid to date?

22            A.     \$1,000.

23            Q.     But your invoices from Oshana Law equal  
24       \$50,000?



1           A.     That's my estimate.

2           Q.     Have you seen invoices?

3           A.     Not yet.

4           Q.     So where did you estimate \$50,000?

5           MS. OSHANA: From her lawyer.

6           MR. FINFER: Carol, come on.

7           MS. OSHANA: I'm telling you the answer.

8           You're asking.

9           MR. FINFER: Don't give --

10          MS. OSHANA: You're asking about my invoices.

11          I'm giving you an answer. She's getting the figures from  
12          me.

13          MR. FINFER: Okay. If you want to get out of  
14          here at a reasonable time, stop answering questions I'm  
15          asking to the deponent that are reasonable for me to ask.

16          MS. OSHANA: It's reasonable for you to ask.  
17          That's why I'm helping you. She's getting it from me.

18          BY MR. FINFER:

19          Q.     So your lawyer told you that your bill to  
20          date is approximately \$50,000?

21          A.     Yes.

22          Q.     But you haven't seen a bill for \$50,000?

23          A.     No.

24          Q.     Is this going to be through trial or is this

1 to date?

2 A. This is to date.

3 Q. Have you produced the engagement letter?

4 MS. OSHANA: I don't think so.

5 BY THE WITNESS:

6 A. I don't know.

7 MS. OSHANA: I don't know if you asked for  
8 that. I don't remember. Did you ask?

9 MR. FINFER: Well, we've asked for all  
10 documents related to your damages, and \$50,000 represents  
11 a significant portion of the alleged damages, so let's  
12 assume it was requested.

13 MS. OSHANA: Yeah, if you show me the  
14 interrogatory, of course, I'll produce it.

15 BY MR. FINFER:

16 Q. So on the 401(k) withdrawal, have you  
17 actually written a check for \$33,333.33?

18 A. I sure have.

19 Q. So this is the 1,000 you paid Oshana Law. So  
20 your --

21 A. No. That's Steve --

22 Q. So your total --

23 A. That's Steve Hier. If you go to the left  
24 where it says "Lawsuit," go two cells to the left that

1       you've highlighted, it says: "Miller Hier home  
2       inspection."

3               Q.       Oh, got it. Have you produced a check that  
4       you wrote to the IRS?

5               A.       I don't know. I can.

6               MS. OSHANA: I'll get it for you.

7               MR. FINFER: I don't think it's recoverable in  
8       the lawsuit, but, nonetheless, if you're going to claim  
9       it as damages, we should see it.

10       BY MR. FINFER:

11              Q.       What's the "replace basement storage area and  
12       basement entry area door frames"?

13              A.       There is --

14              MR. MCCARTHY: Jordan, do we have an  
15       engagement on the record that the engagement letter and  
16       \$33,000 IRS check are going to be produced?

17              MS. OSHANA: The check, yes. If you show me  
18       where it is, I will produce it. Just show me where it is  
19       in the request to produce.

20              MR. FINFER: Well, just as a reminder, this  
21       case started with the -- under the mandatory discovery.  
22       We were obligated to produce all documents to support a  
23       damage claim.

24              MS. OSHANA: Yeah, usually what I do with

1       these attorney's fees petitions, they're produced at the  
2       time of the petition. I've done a million attorney's fee  
3       petitions. Under the statute when I present them, I  
4       present them with my motion to recover attorney fees.  
5       That's typically how it's done. I don't usually produce  
6       all my billing as it goes and goes and goes and goes.  
7       That's not normal. I never produce the engagement  
8       letters, like rarely.

9               MR. McCARTHY: This is Paul. So then for  
10       purposes of the damage claim, would you stipulate that  
11       the 50,000 or whatever she's asking for in fees comes out  
12       and that's a post-judgment motion?

13              MS. OSHANA: Yeah, the judge has to grant it  
14       to me because it's whatever the reasonable attorney fees  
15       are for the prevailing party. It's up to the judge to  
16       decide that.

17       BY MR. FINFER:

18              Q.       The "replace basement storage area," what's  
19       going on in the basement storage area?

20              A.       The trim around the basement doors is damaged  
21       from water.

22              Q.       Okay. Have you received a -- is the quote  
23       from Renner & Renner in here?

24              A.       Yes, I believe so.

1 Q. Wasn't the damage that's referenced in  
2 "replacement of the basement storage area and basement  
3 entry door frames" in your inspection report?

4 A. Yes.

5 Q. You didn't seek a credit for this prior to  
6 closing, did you, or you didn't obtain one at least?

7 A. I didn't obtain one.

8 Q. So then we can agree to remove this from your  
9 damage calculation?

10 A. No.

11 Q. The last bullet point here: "Increased  
12 premium due to HOA lawsuits," is this in reference to the  
13 Erie lawsuit and the potential lawsuit against Arrow?  
14 I'm sorry. I didn't hear you.

15 A. Yeah, I'm thinking.

16 Q. Oh, got it.

17 A. The HOA has a claim on its record, and so as  
18 a result of that, we cannot get regular insurance, so  
19 this has -- the claims have caused the HOA insurance to  
20 go up.

21 Q. So this is a decision that the HOA made;  
22 right? It had nothing to do with the Gonrings or Aires?

23 A. No, this is related to the Gonrings and  
24 Aires. All the water infiltration has caused these

1 issues and now the HOA can't get insurance. The only  
2 insurance we could get causes what this is right now.

3 Q. What claims are we talking about? I'm aware  
4 of the claim against Erie Insurance. Are there other  
5 claims?

6 A. All the pending litigation that's going on  
7 right now.

8 Q. I'm only aware of one pending litigation  
9 which is this. Are there others?

10 MS. OSHANA: Isn't there a countersuit?

11 BY THE WITNESS:

12 A. Yeah, the Gonrings are suing the HOA.

13 MS. OSHANA: Aren't your clients suing?

14 BY MR. FINFER:

15 Q. Yeah, this lawsuit. I'm aware of this  
16 lawsuit. I'm saying are there others.

17 A. Yes, my lawsuit against the Gonrings. My  
18 lawsuit against Aires.

19 Q. I also see here it says Cincinnati Life D&O.  
20 Did your D&O insurance increase?

21 A. Yes.

22 Q. Did anyone sue the Board of Directors?

23 A. Sounds like the Gonrings are.

24 Q. So one member. Are there any other claims

1 pending --

2 A. Not that I'm aware of.

3 Q. -- against the Board?

4 I'm seeing in your production the State Farm  
5 quote. Do you have a quote that predates this to  
6 indicate that it's \$10,584 higher?

7 MS. OSHANA: Sorry. Which line are you  
8 looking at?

9 MR. FINFER: I'm just looking at this entire  
10 box 11.

11 MS. OSHANA: Okay.

12 BY THE WITNESS:

13 A. I do have a quote.

14 BY MR. FINFER:

15 Q. It says 10,864 -- \$10,584.64 but it looks  
16 like it's including total here, let's see, right?

17 A. I don't know. If you click on the cell, the  
18 number 10,000 --

19 Q. Yeah, hold on.

20 A. -- now click up at --

21 Q. I know. I'm looking at it. D90 plus D91  
22 times 4.

23 A. Yes. It's four years that this has been  
24 going on and I owe 44 percent of it.

1           Q.     I see. So you're including all 23 in this  
2 then?

3           A.     Yes.

4           Q.     Do you have the contact information for Randi  
5 Horton?

6           A.     Yes.

7           Q.     What is it?

8           A.     Isn't it in the affidavit?

9           Q.     I don't think so.

10          A.     (517) 489-6614.

11          Q.     Thank you.

12          A.     Um-hum.

13          Q.     You're not alleging that the Gonrings had  
14 knowledge of mold in Gorrs' unit, are you?

15          A.     The Gonrings had knowledge of significant  
16 issues in the building including mold.

17          Q.     What do you cite to for support of that?

18          A.     John Gorr shared e-mails between himself and  
19 the Mulligans with the Gonrings that state there was  
20 mold.

21          Q.     Has the HOA pursued any claims against the  
22 developer?

23          A.     We can't find the developer. No.

24          Q.     I just want to go back to the May 7, 2018



1 meeting minutes that you had an opportunity to review  
2 prior to closing where it talks about the work that was  
3 going to be done by Arrow Masonry.

4 A. I see it.

5 Q. I just want to confirm -- thank you. I just  
6 want to confirm each step that you took to follow up on  
7 this. So I recall you saying that you had your lawyer  
8 follow up with Aires in those lawyer letters we looked at  
9 earlier; correct?

10 A. That's correct.

11 Q. What else?

12 A. We asked the HOA.

13 Q. Via the 22.1 Disclosure?

14 A. Yes.

15 Q. Okay. Anything else?

16 A. Not that I recall.

17 MR. FINFER: Would you mind if we take a  
18 five-minute break? I think I'm almost done here.

19 (WHEREUPON, a break was  
20 taken.)

21 Ms. Young, can you hear me?

22 THE WITNESS: Yes.

23 MR. FINFER: So I just want to confirm that  
24 you're going to produce your check to the IRS in the

1 amount of \$33,333.33?

2 THE WITNESS: That's correct.

3 MR. FINFER: Subject to that and subject to us  
4 having the right to ask potentially additional questions  
5 at some point in the future given that we received a  
6 substantial document dump on Friday, I have no further  
7 questions.

8 MR. KOJS: I just have a few more.

9 MR. GOOD: I have a few follow-ups. Kevin, do  
10 you want to go first?

11 MR. KOJS: Yeah, if you don't mind. I just  
12 have one about the Excel sheet and then a couple random  
13 ones.

14 MR. GOOD: Go for it.

15 REDIRECT EXAMINATION

16 BY MR. KOJS:

17 Q. The one about the Unit 1 front window  
18 replacement, 19,750, I know you already testified you  
19 haven't paid that yet, are those the pictures that we  
20 looked at earlier?

21 A. Yes.

22 Q. What exactly are you claiming are wrong with  
23 your windows?

24 A. Water is leaking through the windows and --

1       between the masonry and the windows.

2               Q.       And has that been occurring since you bought  
3       the place?

4               A.       Yes.

5               Q.       And it's your claim that it's from the  
6       failure of the Gonrings and the HOA to disclose certain  
7       issues with the unit in the property?

8               A.       Yes.

9               Q.       And then I just want to clear this part up.  
10       At the time you were going through the process of  
11       purchasing your unit did you believe Aires was the  
12       seller?

13              A.       I believed Aires was the seller, therefore,  
14       the owner.

15              Q.       So is there anything you would have done  
16       differently if it was your assumption at the time you  
17       were purchasing your unit that the Gonrings were the  
18       actual sellers?

19              A.       Absolutely.

20              Q.       What would you have done differently?

21              A.       I would have forced them to answer these  
22       questions.

23              Q.       Do you have any reason to believe you weren't  
24       able to reach out to the Gonrings during this purchasing

1 process?

2 A. We asked several times.

3 Q. Who is we?

4 A. My attorney.

5 Q. Real estate attorney?

6 A. Yes.

7 Q. Do you know who they asked?

8 A. Yes. It's in the letters. Exhibit 6,

9 "Please confirm with the prior owner."

10 Q. What letter, the June 14th?

11 MS. OSHANA: It's Exhibit -- what is that?

12 BY THE WITNESS:

13 A. Exhibit 6.

14 BY MR. KOJS:

15 Q. Is that the June 14th letter?

16 A. It's June 18th, 2018.

17 Q. Thank you. Which one, 8E, or which one are  
18 you looking at?

19 A. 8E. Number 13 also says 8E.

20 Q. And then did you see their response in the  
21 July 2nd, 2018 letter under --

22 A. Yeah.

23 Q. -- number 7?

24 A. Yes.

1           Q.     And you guys put or you and your real estate  
2 attorney put okay to the left?

3           A.     Yes.

4           Q.     And it says: "With respect to Item 8E,  
5 again, as third-party corporate relocation company,  
6 seller is unable to make verification regarding whether  
7 the property has experienced water leakage or water  
8 damage."

9           A.     Aires was not the seller, so they hid it.

10          Q.     Aires hid it?

11          A.     You all are in collusion with each other, so  
12 y'all hid it from me.

13          Q.     Okay. But at that time what did you think  
14 the Gonrings were?

15          A.     The prior owner it says.

16          Q.     Okay. And you said that you knew they were  
17 still living there while you were going through the  
18 purchasing process?

19          A.     Yes.

20          Q.     Is there any reason you or likely your  
21 attorney or real estate agent wouldn't reach out to the  
22 Gonrings specifically after Aires said in this response  
23 that they're unable to make verifications regarding  
24 whether the property had experienced water leakage or

1 water damage?

2 A. Are you joking?

3 Q. No.

4 A. No. This is -- this is an arm's length  
5 agreement. I have been -- I had legal advice not to  
6 contact them.

7 Q. Your real estate attorney told you not to  
8 contact the Gonrings?

9 A. I spoke -- I can see no reason to contact  
10 those people. This is between Sarah, Aires and me.  
11 We've asked more than two times whether or not there's an  
12 issue, and they continued to not answer the question.

13 Q. But after you guys said okay to that did you  
14 try to follow up again with the Gonrings or Aires?

15 A. I trusted the information in this document to  
16 be accurate and truthful. I trusted that the attorneys  
17 were being accurate and truthful. How many times do I  
18 have to ask to get an answer?

19 Q. So would that be a no, you didn't follow up  
20 after that?

21 A. I asked three times.

22 Q. Okay. But after you said okay in this  
23 July 2nd, 2018 response, I just want to confirm, you or  
24 nobody else followed up and wondered why Aires said they

1       were unable to make verifications whether their property  
2       experienced water leakage or damage?

3             A.       Aires said they were the seller.

4             Q.       Did you question why it said seller's unable  
5       to make verification about the water damage?

6             A.       I asked -- we asked every question that we  
7       could ask and they hid the answers or they lied.

8             Q.       If it was your impression that the Gonrings  
9       were the sellers, you would have or your real estate  
10      agent or real estate attorney would have reached out  
11      directly to them?

12            A.       We would have reached out to their attorneys  
13      and asked them to answer the question.

14            Q.       But did anybody specifically say you cannot  
15      reach out to the Gonrings?

16            A.       I've never heard of a real estate transaction  
17      where the buyer reaches out directly to a --

18            Q.       I'm not specifically saying you but maybe  
19      your real estate attorney or agent. Did anybody say --

20            A.       It's in the letters. We asked.

21            Q.       You asked if you could reach out to -- I just  
22      want to confirm. I know we're getting -- it's been  
23      awhile.

24            A.       The letters say that we reached out. I

1       reached out. I reached out through my attorney and they  
2       didn't answer the questions. They lied.

3               Q.       Okay. I get that. I just want to confirm  
4       that nobody said you couldn't reach out, you, your real  
5       estate agent, real estate attorney couldn't reach out to  
6       the Gonrings?

7               A.       No.

8               MR. KOJS: That's all I have. Thank you.

9               MR. GOOD: I just have a couple follow-ups.

10              THE WITNESS: Okay.

11                               RE CROSS EXAMINATION

12       BY MR. GOOD:

13              Q.       I'm putting on the screen a document. I  
14       don't know if it's identified or not. This is the  
15       September 10, 2018 meeting note. Can you see that?

16              A.       Can you please increase the font or increase  
17       the size.

18              Q.       Yes.

19              A.       Yes.

20              Q.       Are you able to read that now?

21              A.       Yes.

22              Q.       By September 10th, 2018 you had taken  
23       possession of the unit; is that correct?

24              A.       Yes.



1           Q.     I'm just going to read one sentence to you.  
2           "To the best of our knowledge, the damage was due to  
3           water intrusion through the split face block prior to the  
4           building being sealed on May 31, 2018." Do you see that?

5           A.     Yes.

6           Q.     And on September 10th, 2018, did you believe  
7           that statement to be accurate?

8           A.     No. At that time?

9           Q.     Yeah, on September 10th, 2018.

10          A.     Yes.

11          Q.     And did you believe -- Or strike that.

12                   Well, is it your understanding that Ryan  
13          Brown believed that statement to be accurate?

14          A.     I don't know what Ryan Brown was thinking.

15          Q.     And was it your belief that John Gorr  
16          believed that statement to be accurate?

17          A.     No.

18          Q.     I'm sorry. I didn't hear you.

19          A.     No. He's lying.

20          Q.     But, again, I was asking specifically on  
21          September 10th, 2018 --

22          A.     I don't know.

23          Q.     -- you believed --

24          A.     I don't know what John was thinking. I

1 don't, I don't know.

2 Q. Okay. You believe that now, but back on  
3 September 10th, 2018 did you believe that that statement  
4 was accurate?

5 A. Yes.

6 Q. And the mold testing that's referred to on  
7 bullet point two down, this was done after you purchased  
8 your unit; correct?

9 A. Yes. I don't know actually. I'd have to  
10 look at John's mold test. I assume so.

11 Q. Are you aware of any other instances where  
12 John Gorr lied in your opinion?

13 A. Yeah, he lied when he produced all this  
14 information and told me about all the water issues. He  
15 lied on the 22.1 and colluded with the Gonrings on the  
16 HOA. He's lied through this whole thing.

17 Q. And regarding the 22.1, you've alleged that  
18 he lied in collusion with the Gonrings. Do you also  
19 believe he lied in collusion with Ryan Brown?

20 A. Yes.

21 Q. Is there anybody else in on the collusion, to  
22 the best of your knowledge?

23 A. Ryan, John and the Gonrings.

24 Q. I understand that. I asked if there was

1       anybody in addition to them.

2               A.       No.

3               Q.       Were there any attorneys in on the collusion,  
4       to the best of your knowledge?

5               A.       Well, the attorneys for Aires certainly lied  
6       when they told me they were the seller and the owner of  
7       the unit.

8               Q.       And I apologize for not asking a specific  
9       enough question.   Regarding the 22.1 Disclosure, was  
10      there anybody else that you allege was in on the  
11      collusion other than Mr. Brown, Mr. Gorr and the  
12      Gonrings?

13              A.       Which 22.1 are you referring to?

14              Q.       The Disclosure from the Homeowner's  
15      Association related to the water that you received prior  
16      to your purchase.

17                   MS. OSHANA:   To her?   I think there's more  
18      than one.   Are you talking about the one that she got?

19                   MR. GOOD:   Yes, the one that she got.   I want  
20      to know if anybody else she alleges was part of the  
21      collusion.

22                   MS. OSHANA:   The one that was pertaining to  
23      her sale?

24                   MR. GOOD:   Yes.   I'm asking if there's anybody

1       else besides Mr. Brown, Mr. Gorr and the Gonrings she  
2       alleges was part of the collusion.

3       BY THE WITNESS:

4             A.       Not that I'm aware.

5       BY MR. GOOD:

6             Q.       At all relevant times since you took  
7       ownership of the unit has Mr. Gorr been the President of  
8       the Condo Association?

9             A.       No.

10            Q.       And who else has been the President?

11            A.       I am doing all three roles because John lied  
12       on the 22.1.

13            Q.       And you were elected President?

14            A.       I told him that he was not to touch any other  
15       documents related to the HOA because he was lying and I  
16       told him that --

17            Q.       Did you do this in writing?

18            A.       -- in the presence of Kristen and himself and  
19       that I was taking over.

20            Q.       Did you follow up in writing?

21            A.       There's an e-mail that says that.

22            Q.       When your building inspector found the water  
23       damage in the basement, did your attorneys reach out to  
24       Mr. Gorr?

A. I don't know. You'll have to look at the correspondence between the attorneys asking for the HOA information.

Q. And to the best of your knowledge, did your attorneys reach out to the Homeowner's Association?

A. Yeah, they reached out to the Homeowner's Association to ask questions about water infiltration in our attorney letters back and forth with Aires. We asked them --

MR. GOOD: Madame Court Reporter, can you repeat the question?

(Requested portion of the  
record read.)

BY THE WITNESS:

A. They reached out to Aires to ask the Homeowner's Association about water infiltration.

MR. GOOD: I have no further questions.

MR. FINFER: I don't have any further questions other than the right to ask additional questions pending the additional documents we received on Friday.

MS. OSHANA: Okay. Thank you.

MR. GOOD: I make the same reservation. I have nothing else.

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SIGNATURE:

It was agreed by and between counsel and the parties that  
the Deponent will read and sign the transcript of said  
deposition.

STATE OF ILLINOIS)  
                                ) SS:  
COUNTY OF C O O K)

I, KELLY A. BRICHETTO, a Certified Shorthand Reporter of said state, do hereby certify that the within named witness, MELINDA SGARIGLIA, was by me first duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the above-referenced witness was by me reduced to stenotype in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the above-referenced witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified and was completed without adjournment.

I do further certify that I am not a relative,  
counsel or attorney for either party or otherwise  
interested in the event of this action.

1                   IN WITNESS WHEREOF, I do hereunto set my hand  
2                   this 27th day of February, 2023.

3  
4  
5  
6                   

7                   KELLY A. BRICHETTO

8                   CSR License No. 84-3252  
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1 Carol Oshana, Esq.  
2 oshanalaw@yahoo.com

3 February 27, 2023

4 RE: Sgariglia v. American International Relocation Services  
5 2/13/2023, Melinda Sgariglia (#5706285)

6 The above-referenced transcript is available for  
7 review.

8 Within the applicable timeframe, the witness should  
9 read the testimony to verify its accuracy. If there are  
10 any changes, the witness should note those with the  
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of  
13 Deponent and Errata and return to the deposing attorney.  
14 Copies should be sent to all counsel, and to Veritext at  
15 erratas-cs@veritext.com

16  
17 Return completed errata within 30 days from  
18 receipt of testimony.

19 If the witness fails to do so within the time  
20 allotted, the transcript may be used as if signed.

21  
22 Yours,  
23 Veritext Legal Solutions  
24  
25

1 Sgariglia v. American International Relocation Services, LLC

2 Melinda Sgariglia (#5706285)

3 E R R A T A S H E E T

4 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

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6 REASON\_\_\_\_\_

7 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

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9 REASON\_\_\_\_\_

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21 REASON\_\_\_\_\_

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23 \_\_\_\_\_

24 Melinda Sgariglia

Date

25 \_\_\_\_\_

1 Sgariglia v. American International Relocation Services, LLC  
2 Melinda Sgariglia (#5706285)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Melinda Sgariglia, do hereby declare that I  
5 have read the foregoing transcript, I have made any  
6 corrections, additions, or changes I deemed necessary as  
7 noted above to be appended hereto, and that the same is  
8 a true, correct and complete transcript of the testimony  
9 given by me.

10  
11 \_\_\_\_\_  
12 Melinda Sgariglia

\_\_\_\_\_ Date

13 \*If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS  
15 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

16  
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18 \_\_\_\_\_  
19 NOTARY PUBLIC  
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Page 1

<b>&amp;</b>	<b>1-25-23</b> 81:10	<b>123</b> 5:20	<b>1:20</b> 121:12
<b>&amp;</b> 1:7 2:15,21 28:10 86:9 97:4 138:5,7,9 163:23	<b>1-8</b> 4:16	<b>12498</b> 183:6	<b>1:55</b> 8:14
<b>0</b>	<b>10</b> 1:17 101:24 175:15	<b>129</b> 127:2	<b>2</b>
<b>05684</b> 1:5	<b>10,000</b> 81:3 166:18	<b>129,900</b> 127:2	<b>2</b> 4:2 5:4,16 24:23 26:22 27:6 32:7,23 34:18 46:3,5,8 49:22,23 57:9 59:16 60:24 62:6 63:12 68:6 73:21,22 74:12,17,22 75:2 76:9 78:3 79:14 81:5 94:1 95:14 98:3,4,11,14 106:2 109:3 110:15 120:7 123:10 146:7 146:10,11,16 146:23 147:2,3 147:18,19 150:17,18,20 151:7,9,18 156:4
<b>1</b>	<b>10,584</b> 166:6	<b>13</b> 171:19	<b>2,105.43</b> 78:1
<b>1</b> 5:3,16 9:7 11:6 38:17,20 39:4,9,10 46:23 47:6,16 67:20 68:6,8 70:5,5,17 73:21,22 74:17 74:22 75:23 76:9 78:3,6 80:24 81:7,9,9 83:4 91:15 94:2 96:23 106:2,4,20 107:2,9,16 114:6 120:7 123:10 132:14 137:13,14,15 146:16,24 149:6 150:17 150:18,20 151:7,8,18 156:4 169:17 <b>1,000</b> 80:1,4,6 159:22 161:19 <b>1,364</b> 80:9	<b>10,584.64</b> 80:19 166:15 <b>10,864</b> 166:15 <b>100</b> 5:17 145:18 <b>100,000</b> 155:21 <b>100,630.20</b> 79:17 <b>1004</b> 127:23 <b>101,000</b> 159:5 <b>1012</b> 11:14 <b>106</b> 5:17 <b>109</b> 5:18 <b>10th</b> 101:11 156:12 175:22 176:6,9,21 177:3 <b>11</b> 166:10 <b>11-4-22</b> 81:17 <b>117</b> 47:20,23 <b>118</b> 47:17 49:17 <b>12,672</b> 76:13 <b>120,000</b> 126:2,8 126:16 <b>120,79.96</b> 75:24 <b>121</b> 5:19	<b>13,469</b> 70:22 <b>13th</b> 1:17 <b>14</b> 61:18 <b>140</b> 126:16 <b>148</b> 5:21 <b>14th</b> 63:6 171:10,15 <b>15,000</b> 117:21 <b>153</b> 5:22 <b>156,840.67</b> 81:17 <b>1600</b> 2:17 <b>161</b> 2:16 <b>168</b> 4:10 <b>16th</b> 147:11 <b>17</b> 70:12 <b>17,000</b> 155:5,20 155:21 <b>174</b> 4:11 <b>18</b> 113:24 <b>18,855.74.</b> 77:19 <b>181</b> 4:13 <b>18th</b> 66:2 171:16 <b>19,750</b> 78:7 169:18 <b>1997</b> 9:22 <b>1:19</b> 1:5	<b>2,500</b> 77:11 159:1 <b>2,530</b> 77:6 <b>2,574.10</b> 78:15 78:24 <b>2,646.12</b> 80:24 <b>2,831.40</b> 74:18 <b>2,882</b> 75:16 158:10

[2-23 - 3]

Page 2

<b>2-23</b> 134:17 <b>2/13/2023</b> 184:5 <b>20</b> 2:4 121:12 186:15 <b>200</b> 2:22 <b>2001</b> 13:6,9 <b>2003</b> 9:24 13:6 <b>2007</b> 39:23 42:9 <b>2008</b> 12:5 <b>2012</b> 27:23 32:2 37:9 39:6 39:8 43:4 89:9 89:12,14 94:18 94:20 99:11 105:17 <b>2015</b> 11:23 <b>2016</b> 11:3 <b>2017</b> 150:1 <b>2018</b> 9:9 14:20 17:2 23:13 36:4,24 41:7 43:4,12 45:12 45:13 50:8 61:18 63:6 66:1,2,11 70:12 89:14 93:17 94:20 95:24 96:4 98:4,10,15,15 99:13,19 101:11,24 102:12 103:3 104:2 106:18	106:21 107:1 111:9 132:17 132:18,19 133:3 156:7,12 156:15 167:24 171:16,21 173:23 175:15 175:22 176:4,6 176:9,21 177:3 <b>2019</b> 72:4,11 73:8,14 106:16 114:2 128:16 145:7 <b>2020</b> 10:21 45:5 81:2 128:15 138:7 <b>2021</b> 45:5 74:16 75:8 132:23 134:13 134:19 135:7 135:13,19,22 137:9 147:11 156:23 159:12 <b>2022</b> 10:7 35:1 75:15 <b>2023</b> 1:17 136:8 137:9 183:2 184:3 <b>2044</b> 107:24 <b>2044-2045</b> 5:17 <b>2045</b> 108:1 <b>205-4462</b> 2:23 <b>20th</b> 76:12 149:24	<b>2125</b> 13:18 <b>21st</b> 74:16 <b>22</b> 138:7 <b>22.1</b> 5:19 90:24 91:2 124:2 125:6 168:13 177:15,17 178:9,13 <b>22.1.</b> 179:12 <b>22nd</b> 66:1 <b>23</b> 167:1 <b>235-3500</b> 3:3 <b>244-6700</b> 2:12 <b>249</b> 101:22 <b>250</b> 101:22 <b>25th</b> 23:13 128:16 <b>26</b> 72:4 73:14 <b>26,400</b> 128:16 128:21 129:3 <b>260,000</b> 140:13 <b>27</b> 72:11 184:3 <b>27,500</b> 115:6 <b>2700</b> 2:22 <b>2726</b> 9:7 11:5 70:5 96:23 138:4 153:5 <b>277,735.63</b> 81:10 <b>27th</b> 183:2 <b>29</b> 98:10,15 <b>29th</b> 98:5 <b>2nd</b> 66:11 171:21 173:23	<b>3</b> <b>3</b> 5:6,17 8:14 24:4 31:21 34:18,19 45:17 45:18 47:16 49:16 50:5 51:18 56:2,4 70:7 71:3 72:13 73:10,21 73:22 74:12 75:2 76:12,20 78:3 79:14 81:5,7 88:5,6 88:18 91:7,21 91:22 92:1 101:6,7,15,17 102:2 105:22 105:23 106:1 110:14 111:13 111:15,17 113:3,20 114:7 116:21 117:4,7 118:9,10,13,24 119:2,9,14 120:8 121:17 121:19 123:10 124:6 143:12 144:15,16,22 144:23 145:19 146:18,23 147:17,18,20 147:22,23 148:24 150:10 150:14,17,20 150:22 151:2,7
---	---	--	--

[3 - 9]

Page 3

151:9,13,17,18 153:5,19 156:4 158:20 <b>3-26-19</b> 130:9 <b>30</b> 184:17 <b>300</b> 3:2 <b>3000</b> 2:5 <b>30th</b> 159:12 <b>31</b> 176:4 <b>312</b> 2:6,12,18 2:23 <b>31st</b> 102:12 103:3 104:2 156:15 158:6 <b>3200</b> 1:16 2:11 <b>33,000</b> 79:20 162:16 <b>33,333.33</b> 79:17 161:17 169:1 <b>35</b> 5:6 120:15 <b>3:05</b> 121:18 122:7	129:17 159:8 161:16 <b>404-8390</b> 2:6 <b>42,116.80</b> 73:15 <b>44</b> 166:24 <b>45</b> 121:8 <b>46</b> 5:3 <b>489-6614</b> 167:10 <b>49</b> 5:5 <b>490.60</b> 75:9 <b>49503</b> 3:3	<b>6</b> <b>6</b> 4:7 5:10,18 50:8 60:1,6 62:20,23 68:6 87:20 122:19 128:15 171:8 171:13 <b>6,000</b> 75:1 <b>6-13-75</b> 8:23 <b>6-14-18</b> 5:9 <b>6-26</b> 145:7 <b>60</b> 5:9 <b>60,000</b> 127:15 127:17,22 128:3 155:21 <b>60601</b> 2:17 <b>60602</b> 2:5 <b>60606</b> 2:11,23 <b>60622</b> 11:6 <b>61</b> 5:11 <b>61,919</b> 72:4 117:17,24 129:10 <b>616</b> 3:3 <b>64</b> 5:12 <b>64,690</b> 145:23 <b>645</b> 5:18 110:11,12 <b>66</b> 5:14 <b>68</b> 5:15 <b>6:31</b> 135:13 <b>6:34</b> 135:19 <b>6:35</b> 134:21 <b>6a</b> 64:10	<b>6b</b> 64:10 <b>6c</b> 64:11 <b>7</b> <b>7</b> 5:12,19 65:14 65:16 66:12 67:5 68:6 93:17 95:24 96:4 98:4,15 124:1 134:19 167:24 171:23 <b>7th</b> 99:12 134:13 135:7 135:13,18,22 136:8 137:8,9 <b>8</b> <b>8</b> 5:13,21 62:6 63:12 67:7,7,9 75:8 149:19 156:23 <b>8,712</b> 129:4 <b>8,855.74</b> 77:18 <b>81</b> 4:8 <b>819</b> 123:4 <b>84-3252</b> 1:14 183:8 <b>86</b> 4:9 <b>899-6625</b> 2:18 <b>8e</b> 64:16 66:12 171:17,19,19 172:4 <b>9</b> <b>9</b> 4:17 5:15,22 69:18 125:15 153:13
<b>4</b> <b>4</b> 4:4 5:7,17 59:10,11,19 107:24 124:8 166:22 <b>4,158</b> 129:4 <b>4,628</b> 73:9 <b>4,628.80</b> 72:15 <b>4-17</b> 73:8 <b>40</b> 16:4,4 <b>401</b> 77:24 78:2 79:17 85:16,17 85:21 129:17	<b>5</b> <b>5</b> 5:9,18 60:1,2 61:18,20 68:6 110:3 123:10 126:14 <b>5,926.36</b> 70:19 71:20 118:7 <b>5-7-18</b> 5:16 <b>50,000</b> 79:7 159:15,24 160:4,20,22 161:10 163:11 <b>500</b> 107:12 <b>51</b> 67:21 <b>517</b> 167:10 <b>55</b> 3:2 <b>5706285</b> 184:5 185:2 186:2 <b>58</b> 5:8 <b>5th</b> 114:2		

[9,722 - aires]

Page 4

<b>9,722</b> 129:5 <b>9-10-18</b> 5:17 <b>92</b> 5:16 <b>93</b> 5:16 <b>9th</b> 75:15 127:14	<b>accuracy</b> 57:18 133:18 184:9 <b>accurate</b> 23:13 23:15 173:16 173:17 176:7 176:13,16 177:4 <b>acknowledged</b> 97:1 <b>acknowledge...</b> 186:3 <b>acknowledg...</b> 184:12 <b>action</b> 138:19 182:18 <b>actual</b> 18:8 33:23 39:15 170:18 <b>actually</b> 25:6 103:21 107:8 108:20 144:9 159:15 161:17 177:9 <b>ada</b> 32:18,20 <b>added</b> 70:3 154:21 <b>addendum</b> 5:4 50:2 63:18 66:17 <b>addition</b> 178:1 <b>additional</b> 76:10 81:16 89:3 92:22 145:18 169:4 180:19,20	<b>additions</b> 186:6 <b>address</b> 11:6,13 44:12 56:17 110:6 <b>addressed</b> 109:1 <b>adequately</b> 92:14 <b>adhere</b> 44:13 <b>adjournment</b> 182:15 <b>admit</b> 97:2 <b>advice</b> 173:5 <b>advised</b> 85:23 <b>affect</b> 116:9 <b>affected</b> 116:4 <b>affects</b> 114:23 114:24 <b>affidavit</b> 35:19 36:17 167:8 <b>afford</b> 106:6,22 <b>aforesaid</b> 182:7 <b>afternoon</b> 87:5 <b>age</b> 16:1 <b>agency</b> 15:16 <b>agent</b> 15:5,6,7 15:12,17,23 16:2 17:8 18:15,16,23,24 19:2,4 28:4,21 48:7 49:17,19 59:2 67:22 68:9,13,17,19 69:2,8 81:23 172:21 174:10	174:19 175:5 <b>agree</b> 31:17 52:1,7 63:5 64:24 66:6 67:4 91:17,19 106:9 117:3 137:7 150:13 151:15 154:11 164:8 <b>agreed</b> 17:24 64:11 181:2 <b>agreeing</b> 115:2 <b>agreement</b> 5:5 50:3 79:13 151:1 173:5 <b>agrees</b> 63:16 66:16 <b>ahead</b> 96:3 97:23 99:2 127:20 <b>aires</b> 1:6 5:13 5:16 46:14 48:7,14,16,22 49:3,13,14,17 49:19 50:13 51:7,10,14,19 51:21,23 52:14 52:23 53:2,6 54:4,6,11,14 57:24 58:13,18 59:1 60:13,16 60:18 61:1,10 61:14,14 63:18 64:14 65:6 66:17 67:8,22
---	--	---	--

[aires - arrow]

Page 5

67:23 69:2,7 77:6 87:14 90:7 94:2,4 96:23 164:22 164:24 165:18 168:8 170:11 170:13 172:9 172:10,22 173:10,14,24 174:3 178:5 180:8,15 <b>albany</b> 13:18 <b>allege</b> 148:9,19 149:1 178:10 <b>alleged</b> 132:13 149:2 161:11 177:17 <b>alleges</b> 178:20 179:2 <b>alleging</b> 167:13 <b>allendorfer</b> 44:20 86:10 110:5 115:6 117:10,19 118:1 125:24 129:11 143:9 143:13,14,15 147:4,7 <b>allendorfer's</b> 86:13 <b>allotted</b> 184:20 <b>allowed</b> 153:18 <b>alternative</b> 154:3	<b>altogether</b> 115:19 <b>amanda</b> 47:24 48:2 50:11 <b>american</b> 1:6 2:8 8:1 46:13 48:7 49:18 50:10 184:4 185:1 186:1 <b>amount</b> 81:15 81:21 104:15 148:16 157:13 159:4 169:1 <b>analysis</b> 112:5 112:7 143:8 <b>andrew</b> 3:7 41:5 <b>answer</b> 7:20,21 8:13 12:19 51:20 53:21 61:6 88:4 90:4 90:21 92:8 96:1,2,2 100:20 105:1 112:11,13,15 112:21 113:10 118:5,20 124:7 124:9 149:22 151:24 152:4 160:7,11 170:21 173:12 173:18 174:13 175:2 <b>answered</b> 61:3 91:23	<b>answering</b> 53:22,23 160:14 <b>answers</b> 5:13 8:6 12:17 67:8 67:15,18 174:7 <b>anticipated</b> 124:9,12 126:4 <b>anybody</b> 15:5 18:22 22:15 28:4 30:10 33:1 36:18 45:6,9 59:2 61:14 82:6 83:24 84:3 85:19,24 142:23 174:14 174:19 177:21 178:1,10,20,24 <b>anyway</b> 112:12 <b>apologize</b> 87:12 147:15 178:8 <b>apparent</b> 147:16 <b>appear</b> 62:2 137:1 <b>appearances</b> 2:1 4:2 <b>appended</b> 186:7 <b>applicable</b> 184:8 <b>application</b> 154:1,3	<b>applied</b> 42:4,16 42:16 43:17,17 115:14 <b>apply</b> 145:22 <b>appreciate</b> 140:19 142:5 <b>appropriate</b> 94:21 100:3 <b>approximate</b> 16:1 <b>approximately</b> 17:21 23:23 26:14 35:14 41:6 145:18 160:20 <b>april</b> 72:11 127:14 128:16 <b>area</b> 22:4,17 23:2 33:23 70:4 76:9 80:8 80:9 83:17 84:21 85:1 86:5,6 162:11 162:12 163:18 163:19 164:2 <b>aretos</b> 138:5,9 <b>arguing</b> 53:12 <b>argumentative</b> 73:24 <b>arm's</b> 173:4 <b>arrow</b> 43:7,9 43:10,17 92:22 102:14 103:18 108:13 115:10 115:13,17
---	---	--	--



**[arrow - aware]**

Page 6

138:7,11,17,24 138:24 139:2,4 139:7 142:16 153:23 154:11 155:1,2,17,19 164:13 168:3 <b>ascertained</b> 37:21 <b>asked</b> 19:17 20:12,13 26:10 29:10 33:16 37:14 90:2,10 97:18 100:23 100:24 101:2 119:6 161:7,9 168:12 171:2,7 173:11,21 174:6,6,13,20 174:21 177:24 180:8 <b>asking</b> 7:19 28:23 53:14,15 65:6 69:10 74:1 76:20,23 83:4 84:5 109:1 112:5,6 112:22,23 137:18 140:19 141:8 148:21 156:17 160:8 160:10,15 163:11 176:20 178:8,24 180:2 <b>asks</b> 112:18 124:6	<b>asserted</b> 113:4 142:21 <b>assessment</b> 70:10 71:4 72:9 73:12,17 75:4,11,19 76:4,18 77:7 78:4,9 79:3 80:12,14,21 158:24 <b>assessments</b> 80:23 81:8 <b>assistance</b> 71:13 <b>associated</b> 102:17 114:7 <b>association</b> 2:14 21:12,22 37:15 44:19 62:10 82:22 83:10 84:9 85:1,20,24 86:1,17 89:6 96:22 97:6 99:10 110:6,17 110:20 111:14 111:16 112:24 113:1,2,14 116:10,15 124:7,16 126:24 128:20 138:4 139:2,3 139:10,13,19 140:9 142:19 178:15 179:8	180:5,7,16 <b>association's</b> 5:19 124:2 145:4 <b>assume</b> 128:18 146:8 161:12 177:10 <b>assumed</b> 117:11,12 <b>assuming</b> 32:14 44:2 <b>assumption</b> 170:16 <b>attached</b> 33:24 184:11 <b>attend</b> 120:21 121:23 <b>attending</b> 102:5 <b>attention</b> 124:5 <b>attorney</b> 4:17 4:18 5:10,12 7:17 14:1,3 23:6 28:8,11 29:11,20,21 48:22 49:2,3 50:18 61:11 62:1,20 64:24 65:14,22 67:17 68:22 69:21 76:19 77:5 84:1,2,13 87:6 90:2,6,15 96:19 98:23 99:1,3 101:1,1	113:18 127:11 163:4,14 171:4 171:5 172:2,21 173:7 174:10 174:19 175:1,5 180:8 182:17 184:13 <b>attorney's</b> 158:23 163:1,2 <b>attorneys</b> 30:14 83:14 138:5 173:16 174:12 178:3,5 179:23 180:2,5 <b>august</b> 75:8 128:15 156:23 <b>authority</b> 53:16 <b>available</b> 184:6 <b>avenue</b> 3:2 <b>aware</b> 24:11 25:10 27:20 32:3 33:16 35:11 46:7,10 60:2,6 88:2 89:9 91:6 93:1 94:17 95:9 99:10 100:10 105:4 107:12 107:13 110:9 116:3,8,11,15 150:8 155:17 165:3,8,15 166:2 177:11 179:4
--	--	---	--

[awhile - break]

Page 7

<b>awhile</b> 174:23	<b>basement</b> 21:6	135:15,19	<b>black</b> 22:11
<b>b</b>	22:4,8,21 80:8	136:1,10	23:1,1 152:18
<b>b</b> 64:7 110:5	80:9 83:17	139:15 144:24	<b>block</b> 40:21
<b>back</b> 22:19	84:13 86:5,6	145:10 146:1	42:3,18 93:1,4
26:2 34:6 36:3	162:11,12	146:12,23	93:8 94:14
56:16 59:22	163:18,19,20	163:24 170:11	102:11 103:2
69:13 72:19	164:2,2 179:23	170:23 176:6	115:9,15,16
74:3 85:5	<b>basing</b> 33:13	176:11 177:2,3	116:7 156:14
89:22 92:7,22	<b>basis</b> 102:18	177:19	176:3
97:7 102:15,17	103:7 104:18	<b>believed</b> 104:1	<b>board</b> 165:22
121:17 122:1,7	108:21 113:3	170:13 176:13	166:3
122:14 124:17	114:16	176:16,23	<b>bolded</b> 50:23
125:23 126:21	<b>bates</b> 5:18	<b>believing</b>	<b>booth</b> 9:13
127:6,8,9	110:11,12	108:21	<b>bottom</b> 64:16
128:22 130:22	123:4	<b>belongs</b> 114:10	154:13
131:18 138:21	<b>beam</b> 115:22	<b>best</b> 44:19 51:3	<b>bought</b> 14:12
139:23 143:7	<b>beams</b> 72:12	102:9,24	15:2 157:8
146:14 148:8	143:11 144:14	156:13 176:2	170:2
152:22 153:2	144:17	177:22 178:4	<b>box</b> 166:10
153:18 156:6	<b>bear</b> 120:9	180:4	<b>boxes</b> 61:15
156:11 159:6	132:9	<b>better</b> 138:20	<b>bral</b> 5:22 153:8
159:10,12	<b>beginning</b>	<b>bid</b> 44:6,18	153:11,12
167:24 177:2	46:12	<b>bids</b> 44:20	154:13 155:9
180:8	<b>behalf</b> 2:2,8,14	<b>big</b> 13:22	<b>breach</b> 112:1
<b>background</b>	2:19 129:15	<b>bigger</b> 101:12	145:4
8:20	139:10	110:4 141:18	<b>break</b> 8:10,11
<b>bad</b> 109:9	<b>belief</b> 51:3	<b>bill</b> 75:2 130:13	8:11,13,14
155:2	176:15	160:19,22	59:5,7 82:8,12
<b>badly</b> 41:20	<b>believe</b> 49:9	<b>billing</b> 163:6	85:6 86:7 87:1
<b>balcony</b> 146:20	84:15 86:22	<b>bills</b> 71:23	120:11,13,15
<b>base</b> 126:2	94:3 102:19	<b>birth</b> 8:22	120:18,20
<b>based</b> 32:14	103:7 110:7	<b>bit</b> 36:21 118:4	121:10,11,11
33:11 65:5	116:14 119:16	122:20 125:24	122:11 149:13
74:21 118:5	119:24 123:24	132:5 139:9	149:15 152:23
	130:19 134:23	152:13,17	168:18,19

[breaks - caulk]

Page 8

<b>breaks</b> 126:22 <b>brian</b> 33:20,20 34:19,20,22 35:21 36:18 <b>brichetto</b> 1:14 182:3 183:7 <b>brief</b> 31:2 33:5 98:20 117:14 120:10 134:4 <b>bring</b> 19:23 22:14 95:4,5 97:13,22 <b>brought</b> 20:2,4 32:11 95:5 97:16 <b>brown</b> 27:2,4 32:19,20 102:1 103:13,24 105:15 176:13 176:14 177:19 178:11 179:1 <b>browns</b> 91:13 92:21 <b>building</b> 21:6 22:2,23 23:22 24:8,12 25:15 25:17 26:5 27:18,21 29:9 31:23 33:23 34:5,7,9 35:21 35:22 38:5,13 39:8,15,22,23 40:7,18 41:1 41:12,21 42:4 42:6,9,10,12,21	42:24 43:11,20 45:16 70:7 71:1,2 73:11 75:9,24 77:23 78:3 81:16 88:5,6,21,23 89:1,2,5,24 90:3,9,11,17 91:9,14 92:10 92:23 93:3,15 94:10,18,19,22 95:9 99:11,22 100:4,12,13,17 100:21 101:2,3 101:8 102:12 102:14 103:2 103:10 104:14 105:17 106:6 107:14 108:10 108:15,18 109:15 110:7,8 110:22 113:21 114:11,19 116:9,16 118:12,24 119:1,7,18,20 120:2,4 138:22 145:5,20 146:22 147:22 148:6,12,13,17 149:3,8,10 151:7,17 153:20 154:7 154:20 156:10 156:15 157:1,4	157:5,10 158:4 167:16 176:4 179:22 <b>building's</b> 102:10 120:2 <b>buildings</b> 104:16 <b>built</b> 39:23 42:9 149:9 <b>bullet</b> 151:19 164:11 177:7 <b>bureau</b> 138:21 <b>business</b> 138:21 <b>buy</b> 16:12 <b>buyer</b> 14:17 54:19 56:13 57:1 66:16 84:18 96:23 174:17 <b>buyer's</b> 47:17 63:17 82:17 83:1 85:2 86:20 <b>buyers</b> 50:6 <b>buying</b> 11:9 13:11 14:15,19 28:5 <b>bylaws</b> 110:18 111:21	<b>calculation</b> 141:6 146:15 147:12 156:6 164:9 <b>california</b> 11:14 <b>call</b> 7:11 124:5 <b>called</b> 1:11 7:4 29:6 130:10 <b>calling</b> 68:5 125:18 <b>calls</b> 112:8 <b>camera</b> 132:5,6 133:7,8,9 152:13 <b>campau</b> 3:2 <b>capital</b> 124:9 124:12 <b>capitalized</b> 57:17 <b>caption</b> 182:14 <b>career</b> 41:13 <b>carol</b> 2:4 95:15 95:20,20 96:13 102:23 112:8 112:23 123:15 123:18 141:18 152:4 160:6 184:1 <b>case</b> 8:21 46:17 46:20 50:12 152:8 159:19 162:21 <b>caulk</b> 43:11 154:21
		<b>c</b>	
		<b>c</b> 182:2 <b>cable</b> 75:15 157:15,21 158:10	

[caulked - come]

Page 9

<b>caulked</b> 42:15 <b>caulking</b> 43:18 88:24 94:13 <b>cause</b> 153:4 182:7 <b>caused</b> 111:19 112:1 116:6 164:19,24 <b>causes</b> 116:16 165:2 <b>causing</b> 42:1 <b>ceiling</b> 39:18 72:13 74:20,23 110:13,14 143:11 144:14 145:19 146:7 147:19 <b>ceilings</b> 38:14 60:3 <b>cell</b> 166:17 <b>cells</b> 161:24 <b>certain</b> 170:6 <b>certainly</b> 113:5 138:20 178:5 <b>certificate</b> 4:13 <b>certificates</b> 82:2 <b>certified</b> 1:14 154:9 182:3 <b>certify</b> 182:4,13 182:16 <b>challenging</b> 140:23 <b>chance</b> 140:15	<b>change</b> 145:23 185:4,7,10,13 185:16,19 <b>changes</b> 184:10 186:6 <b>cheap</b> 42:11 <b>cheapest</b> 155:6 155:18,19 <b>check</b> 23:8 40:5 46:6 71:24 123:2,9 127:14 127:22,22 128:2,6,6,8,11 128:16,16,20 128:23 130:10 143:12 156:23 161:17 162:3 162:16,17 168:24 <b>checked</b> 57:11 60:4,8,11 61:15 <b>checking</b> 56:22 <b>checks</b> 128:4,5 129:19,19,20 130:3,8,12 131:1,3,9 <b>chem</b> 154:3 <b>chicago</b> 1:16 2:5,11,17,23 9:13 11:6 <b>children</b> 9:2,4 140:14 <b>chimney</b> 60:3	<b>choice</b> 121:23 <b>choose</b> 155:21 <b>cincinnati</b> 165:19 <b>cite</b> 167:17 <b>city</b> 18:7,17 <b>civil</b> 1:12 <b>claim</b> 67:21 113:4 138:17 139:10 151:6 162:8,23 163:10 164:17 165:4 170:5 <b>claiming</b> 169:22 <b>claims</b> 101:3 113:13 164:19 165:3,5,24 167:21 <b>clarify</b> 125:1 128:5 <b>clarity</b> 123:6 <b>clark</b> 2:4,16 <b>clear</b> 32:15 111:3 133:15 140:5 147:24 151:12 170:9 <b>clearly</b> 142:8 <b>click</b> 166:17,20 <b>client</b> 29:21 53:15,15,19 95:13 112:5 141:23 <b>client's</b> 140:17	<b>clients</b> 113:4 140:21 165:13 <b>close</b> 22:17 <b>closed</b> 91:21 99:13 <b>closing</b> 24:11 28:8 29:1 51:5 84:15 88:10 90:1 92:1 93:5 93:7 94:7,17 95:9,14,19 96:3 97:2 98:8 99:7 164:6 168:2 <b>coat</b> 154:3 <b>coats</b> 154:2 <b>collectively</b> 111:14 <b>colluded</b> 124:23 177:15 <b>colluding</b> 32:16 33:11 <b>collusion</b> 172:11 177:18 177:19,21 178:3,11,21 179:2 <b>come</b> 40:4 44:10 69:13 74:3 92:7,22 96:13 102:15 102:17 105:13 108:17 121:17 128:1 129:12 130:22 131:18
--	--	---	--

[come - contract]

Page 10

138:21 148:12 160:6 <b>comes</b> 40:20 163:11 <b>comfortable</b> 16:9 30:8 <b>coming</b> 12:19 36:1 74:23 88:20 91:9,13 91:14,14,15 92:10 102:14 103:10 106:11 106:12,17,20 107:2,4 108:16 148:13 154:6 155:20 <b>common</b> 72:24 73:2,3 78:11 84:21 85:1 101:9 114:22 115:3,4 117:8 119:10,11,13 119:22,23,24 123:13 144:17 144:20,21,22 145:3,9,10 146:17 149:11 150:19 <b>communicated</b> 17:10 24:10 29:5 <b>communication</b> 125:2 139:6 <b>companies</b> 86:12	<b>company</b> 43:7 43:9,10 46:15 63:14 66:13 68:13 70:15 86:13 110:5 142:8 172:5 <b>complete</b> 93:12 154:16 186:8 <b>completed</b> 20:7 45:1,3 182:15 184:17 <b>completing</b> 44:24 <b>completion</b> 78:21 125:6 <b>component</b> 80:2 <b>comprised</b> 120:7 <b>comprises</b> 73:21 <b>concern</b> 22:24 23:4 <b>concerning</b> 20:22 <b>concerns</b> 23:5 <b>concluded</b> 28:3 108:5 <b>conclusion</b> 111:3 112:9,19 153:3 <b>condition</b> 54:17 99:21 100:16 <b>condo</b> 2:14 11:5,9,24 21:8	21:9,11,12,21 28:5 37:15 44:19 62:9 77:3 86:1 179:8 <b>condominium</b> 5:3 46:24 82:22 83:10 84:9 85:1,20 85:24 86:17 138:4 <b>condos</b> 11:10 <b>conducted</b> 107:15 <b>confident</b> 108:9 <b>confirm</b> 52:18 54:23 55:3 64:17 65:2,6 74:8 81:22 99:6 106:8 133:18 168:5,6 168:23 171:9 173:23 174:22 175:3 <b>conforming</b> 42:11 <b>confused</b> 48:14 <b>confusing</b> 66:8 <b>confusion</b> 49:12 <b>conjectures</b> 103:23 <b>consequences</b> 53:7	<b>considered</b> 68:19 113:13 <b>conspiracy</b> 105:8 <b>conspired</b> 104:12 <b>constructed</b> 42:11,21 43:21 115:22 120:5 <b>construction</b> 42:7 <b>consulting</b> 78:14 <b>contact</b> 64:18 65:3 167:4 173:6,8,9 <b>contacted</b> 153:8 <b>contained</b> 57:18 <b>contention</b> 67:21 <b>contingency</b> 159:19 <b>continued</b> 148:12 155:7 156:9 173:12 <b>continuing</b> 93:14 <b>contract</b> 5:3 32:5 44:23 45:5 46:6,24 70:21 115:14 115:17 126:2,7 127:2,5 129:8
---	--	--	---

[contract - cv]

Page 11

138:6 143:9 145:16,16,23 146:5 147:7,10 155:3 <b>contracted</b> 45:1 <b>contracting</b> 140:12 <b>contractor</b> 44:12,16 71:21 153:7 154:9 <b>contractors</b> 40:4 42:13 43:6 44:10,15 86:15 <b>contractual</b> 50:13 51:16 60:23 <b>contrary</b> 68:1 <b>contributing</b> 81:5,5 <b>convene</b> 26:10 <b>convenient</b> 105:10 <b>conversations</b> 36:9 <b>conveyed</b> 17:4 <b>copies</b> 184:14 <b>corporate</b> 63:13 66:13 172:5 <b>corporation</b> 1:7 <b>correct</b> 11:6 26:7 34:10	38:7 49:19 50:14 51:7,14 51:19 56:12 57:7 59:23 60:4,5,9 61:2 62:1 65:22 68:1,2 70:15 71:23 72:2,5,8 72:13,18,21 73:7,16 75:5,9 76:16 77:14,17 78:7 79:8,18 79:21,23 80:7 80:10,17,19 81:24 85:10,14 85:15,17 89:7 89:15 91:7 94:18 98:16,17 99:14 106:14 114:17 115:3,6 115:10 116:18 117:4 118:1,9 119:14,22 120:3 125:8 129:6 132:14 135:10 136:2 141:7 144:16 145:9 150:5 151:2 154:13 157:23 158:22 168:9,10 169:2 175:23 177:8 182:11 186:8 <b>corrections</b> 186:6	<b>correctly</b> 48:11 62:15 63:22 66:4 67:2 68:10 <b>correspondeen...</b> 37:11 48:5 84:12 180:2 <b>corresponds</b> 128:18,23 <b>cortez</b> 9:7 11:5 11:19 13:12 14:18 16:17 70:5 96:23 138:4 153:6 <b>cost</b> 76:7 104:14 <b>costs</b> 107:12 <b>counsel</b> 31:1 63:8 94:3 97:18 139:7 152:10 181:2 182:17 184:14 <b>counselor</b> 52:10 55:1 <b>countersuit</b> 165:10 <b>county</b> 182:2 <b>couple</b> 17:22 20:14 169:12 175:9 <b>course</b> 54:12 55:7 95:5 161:14 <b>court</b> 1:1 4:16 8:5 53:8 74:4	92:8 122:13 141:17 180:10 <b>courts</b> 1:13 <b>coverage</b> 141:10,11,11 142:4,9 <b>covered</b> 123:2 <b>covid</b> 140:13 148:14 <b>crappy</b> 154:20 <b>create</b> 69:22 <b>created</b> 70:2,3 149:2 <b>credit</b> 77:22 84:15,17 85:10 85:12,14 129:17 164:5 <b>cross</b> 82:14 87:9 <b>crumbling</b> 157:12 <b>cs</b> 184:15 <b>cs5706285</b> 1:24 <b>csr</b> 1:14 183:8 <b>current</b> 104:6 109:3 <b>currently</b> 9:6 10:3 16:18 57:11 <b>custody</b> 4:15 <b>cut</b> 105:7 <b>cv</b> 1:5
---	--	---	---

[d&amp;o - different]

Page 12

<b>d</b>	<b>date</b> 8:22 23:12 23:20 50:8 70:10 77:5 106:9 134:24 134:24 135:10 135:16 136:1 159:16,21 160:20 161:1,2 185:24 186:12	147:18,19,19 <b>decks</b> 146:22 <b>declare</b> 186:4 <b>deed</b> 51:11 <b>deemed</b> 186:6 <b>defective</b> 150:16 <b>defects</b> 57:2 60:3,7 149:9 <b>defendant</b> 2:8 2:14 <b>defendants</b> 1:9 2:19 82:21 <b>deficiencies</b> 153:20 <b>defined</b> 44:11 <b>definitely</b> 131:7 <b>definition</b> 69:1 <b>degree</b> 9:14,17 <b>delighted</b> 112:13 <b>demand</b> 138:6 138:11 139:1 142:18 <b>demands</b> 142:16 <b>demonstrate</b> 98:6 <b>denied</b> 142:4 <b>dep</b> 98:12 <b>deponent</b> 160:15 181:3 184:13 186:3 <b>deposing</b> 184:13	<b>deposit</b> 128:21 129:7 <b>deposition</b> 1:10 7:14 15:20 82:16 83:1 141:14 181:4 182:13 <b>depositions</b> 1:13 <b>describe</b> 67:20 92:14 <b>describing</b> 95:23 <b>description</b> 5:2 74:22 <b>designated</b> 124:6 <b>despite</b> 67:24 <b>detail</b> 31:21 <b>determination</b> 69:6 111:1 113:1 <b>determine</b> 41:20 150:24 153:4 <b>determined</b> 53:8 110:20 <b>developer</b> 167:22,23 <b>difference</b> 156:18 <b>different</b> 13:12 44:15 55:10 64:21,23 86:12 86:14,15,16
<b>d&amp;o</b> 165:19,20 <b>d.b.a.</b> 1:6 <b>d90</b> 166:21 <b>d91</b> 166:21 <b>daday</b> 138:5,9 <b>damage</b> 21:4,5 22:4,10 23:1 27:19,20 29:8 31:23 39:19 40:5 41:13,20 42:2 62:12,14 63:16 66:15 84:20 102:10 103:1 104:5,13 111:19 116:6 116:11,17 132:13,15 141:6 143:7 147:12 162:23 163:10 164:1,9 172:8 173:1 174:2,5 176:2 179:23 <b>damaged</b> 157:6 163:20 <b>damages</b> 78:3 106:13 112:1 113:4 114:16 114:18 117:17 125:13 141:3,4 142:21 146:14 156:6 161:10 161:11 162:9	<b>date's</b> 135:19 136:11 <b>dated</b> 98:10 138:7 147:10 149:24 <b>dates</b> 62:14 136:16 137:10 <b>day</b> 1:17 183:2 186:15 <b>days</b> 23:17 184:17 <b>dealing</b> 28:12 <b>dear</b> 65:24 <b>debating</b> 102:16,17 154:24 <b>debris</b> 110:15 <b>debt</b> 140:17 <b>decide</b> 16:23 163:16 <b>decided</b> 44:4,6 111:14 153:21 <b>decision</b> 155:5 164:21 <b>deck</b> 137:16 146:22,23	<b>defined</b> 44:11 <b>definitely</b> 131:7 <b>definition</b> 69:1 <b>degree</b> 9:14,17 <b>delighted</b> 112:13 <b>demand</b> 138:6 138:11 139:1 142:18 <b>demands</b> 142:16 <b>demonstrate</b> 98:6 <b>denied</b> 142:4 <b>dep</b> 98:12 <b>deponent</b> 160:15 181:3 184:13 186:3 <b>deposing</b> 184:13	<b>deposit</b> 128:21 129:7 <b>deposition</b> 1:10 7:14 15:20 82:16 83:1 141:14 181:4 182:13 <b>depositions</b> 1:13 <b>describe</b> 67:20 92:14 <b>describing</b> 95:23 <b>description</b> 5:2 74:22 <b>designated</b> 124:6 <b>despite</b> 67:24 <b>detail</b> 31:21 <b>determination</b> 69:6 111:1 113:1 <b>determine</b> 41:20 150:24 153:4 <b>determined</b> 53:8 110:20 <b>developer</b> 167:22,23 <b>difference</b> 156:18 <b>different</b> 13:12 44:15 55:10 64:21,23 86:12 86:14,15,16



**[different - drywall]**

Page 13

108:22 115:19 125:3 127:5 132:20 133:3 155:4 <b>differently</b> 170:16,20 <b>dig</b> 113:5,9 <b>digging</b> 118:4 <b>direct</b> 7:6 64:18 65:3 <b>directly</b> 48:23 70:24 71:22 72:7 75:6,13 77:13 79:5 80:15 174:11 174:17 <b>directors</b> 165:22 <b>disclose</b> 57:1,8 114:20,21,22 116:5,7,12 149:5,10 170:6 <b>disclosed</b> 29:10 32:1,2,3 46:11 109:5,10 116:2 120:5 149:1,11 156:4,7 <b>disclosing</b> 83:9 <b>disclosure</b> 5:6,7 5:16,20 56:3 59:10 61:13 66:22 87:14 89:23 94:3,7 100:10 124:2 125:7 149:2	168:13 178:9 178:14 <b>disclosures</b> 66:23 90:14 99:16,19 100:24 103:20 148:9,19,20 <b>discount</b> 109:13,19,24 <b>discovered</b> 40:1 45:15 106:9 <b>discovery</b> 37:3 96:24 162:21 <b>discuss</b> 21:3 26:11 30:22 31:15 40:4 152:8,9 <b>discussed</b> 20:1 27:14,17 31:14 31:18 39:16 40:6,7 44:2 45:7 82:16 85:7 102:9 <b>discussing</b> 38:1 38:4 83:1,13 83:16,23 86:7 110:1 <b>discussion</b> 94:10 131:22 132:2 133:13 153:3 <b>dismantle</b> 145:19	<b>distinction</b> 92:3 92:6 <b>district</b> 1:1,1 1:12 <b>doc</b> 97:13 <b>docs</b> 97:14 <b>document</b> 21:2 22:6 42:22 47:9 48:13 49:9,20 50:3 50:16 51:6,13 51:15,16,17,22 53:1,8 56:7 57:16 58:2,5 59:1,14 60:11 61:13,23 67:12 88:16 94:6,24 95:2,8,11,11,12 95:19 96:4,9 96:22 98:5,18 100:6,7 109:22 109:24 113:24 118:3 124:3,10 124:11,21 127:4 138:1 140:1,6 143:19 149:14 152:1,5 169:6 173:15 175:13 <b>documents</b> 13:24 23:14 57:24,24 58:3 60:15,16 96:23 97:16 100:24 109:21 131:17	141:20 161:10 162:22 179:15 180:20 <b>doing</b> 19:15 88:12 94:21 100:3,12,13 117:20 130:21 155:2 179:11 <b>dollars</b> 142:20 <b>door</b> 22:4,21,22 33:14 34:6 36:2 75:9 80:9 86:6,19 88:24 106:5 149:7 154:23 157:1,6 157:6 162:12 164:3 <b>doors</b> 34:5 38:14 39:17 42:6,15 43:19 60:7 73:1,4 92:11 101:9 137:16 155:11 163:20 <b>downspouts</b> 158:2 <b>drafted</b> 84:12 <b>dragger</b> 136:15 <b>drive</b> 2:22 130:16 131:13 <b>dry</b> 104:5 <b>drywall</b> 110:13 110:14 145:18 146:7
--	---	---	---



[due - estate]

Page 14

<b>due</b> 80:18 102:10 103:1 152:7 156:13 164:12 176:2 <b>duly</b> 7:4 182:6 <b>dump</b> 169:6 <b>duplicates</b> 137:1 <b>duty</b> 63:17 112:2	<b>earlier</b> 70:14 78:18 82:16 83:1 89:13 168:9 169:20 <b>easily</b> 97:17 <b>east</b> 33:20,22 88:21 94:14 145:20 <b>eat</b> 121:2,17 <b>echo</b> 131:1 <b>education</b> 9:10 10:1 <b>effect</b> 53:11 <b>effectiveness</b> 140:23 <b>effects</b> 53:12 <b>efforts</b> 140:24 <b>eisenberg</b> 2:15 <b>either</b> 56:22 64:3 83:10 141:22 182:17 <b>elected</b> 179:13 <b>electric</b> 158:1 <b>electronic</b> 47:21 56:13 59:20 67:14 <b>element</b> 78:11 115:3,4 119:10 119:11,22,23 144:23 145:9 145:10 158:2 <b>elements</b> 72:24 73:2,3 101:9 114:22 117:8 119:13 120:1	123:13 144:18 144:20,21 145:3 146:17 149:11 150:19 <b>elevation</b> 127:7 <b>elevations</b> 94:14 <b>employed</b> 10:3 10:5,13,18,20 10:22 11:2 <b>employer</b> 10:11 <b>endeavor</b> 140:3 <b>engaged</b> 138:16 <b>engagement</b> 138:3,8 161:3 162:15,15 163:7 <b>engineer</b> 72:12 108:18 143:11 143:21,22 144:14 154:10 <b>engineering</b> 143:24 144:4 144:10 146:2 <b>english</b> 9:20 103:18 110:23 <b>enormous</b> 104:14 <b>enter</b> 138:8 <b>entire</b> 44:8 89:1 101:8 111:15 116:18 118:12 118:23 149:3 150:4,15 151:14 152:8	157:10,13 166:9 <b>entirety</b> 113:3 127:3 <b>entitled</b> 130:12 <b>entrance</b> 21:6 22:8 <b>entry</b> 80:9 86:6 162:12 164:3 <b>equal</b> 159:23 <b>equity</b> 77:16,22 85:9,12,13 129:16 <b>erie</b> 139:11,14 140:5 142:12 164:13 165:4 <b>errata</b> 184:11 184:13,17 <b>erratas</b> 184:15 <b>esi</b> 5:21 44:7 103:17 108:17 108:22,24 148:10 149:7 149:18 153:2,3 153:12 154:10 155:8 <b>esi's</b> 150:13 151:1 <b>esq</b> 184:1 <b>estate</b> 5:3 14:1 14:3 15:5,6,7 15:12,17,23 16:2,7 17:8 18:15,16,23,24 19:2,4 23:6
<b>e</b>			
<b>e</b> 8:17 23:8,9,23 24:1,7,15,20 25:3,10,14,24 26:15,17,19 27:16 33:12,14 36:22 37:2,13 37:16,22,24 38:19,23,24 39:11,16 42:23 46:14 48:16,18 48:23 49:14 60:20 61:10 62:7 63:13 76:23 91:12 92:20 94:23 96:17,18,19 97:20 98:10,15 103:9 105:18 106:3 108:2,15 111:4 122:1,6 124:17 125:1 130:1 156:11 167:18 179:21 185:3,3,3			

[estate - feel]

Page 15

28:4,21 46:24 59:2 81:22 82:1,2 83:14 99:1 171:5 172:1,21 173:7 174:9,10,16,19 175:5,5 <b>estimate</b> 160:1 160:4 <b>event</b> 182:18 <b>eventually</b> 40:9 <b>everybody</b> 47:1 76:5 <b>everybody's</b> 81:4 <b>evidence</b> 32:15 67:20 <b>evident</b> 114:23 <b>ex</b> 13:18,22 <b>exactly</b> 48:21 169:22 <b>examination</b> 1:11 4:6 7:6 82:14 87:9 169:15 175:11 <b>examined</b> 7:5 <b>example</b> 127:1 <b>excel</b> 5:15 69:18,22 74:9 79:24 169:12 <b>exchange</b> 122:14 <b>excuse</b> 109:8 127:2	<b>exhibit</b> 4:15,17 5:3,4,6,7,9,10 5:12,13,15 46:23 47:6,13 47:16 49:22,23 56:2,4 59:9,11 60:24 61:18,20 62:20,23 65:14 65:16 67:7,7,9 69:18 85:5 87:12 93:20,23 94:1,2 95:14 98:2,3,4,11,14 101:15,17 102:2 107:24 110:2 122:19 124:1 125:10 125:15,17,19 126:13 149:19 153:13 171:8 171:11,13 <b>exhibits</b> 4:4,16 4:18 5:1 68:6 <b>exist</b> 51:15 53:10,24 55:23 110:7 <b>existing</b> 110:13 110:14 146:6 153:17 <b>exists</b> 144:10 <b>expanded</b> 22:11 <b>expenditures</b> 124:9,13	<b>expenses</b> 70:5 76:12 102:17 <b>experience</b> 16:6 <b>experienced</b> 27:19 29:1 62:10 63:15 66:15 172:7,24 174:2 <b>expert</b> 40:19,20 <b>explain</b> 49:3 88:19 106:1 157:3 <b>explained</b> 107:10 <b>exploratory</b> 41:19 72:12 143:10,18,22 144:6,13 <b>expose</b> 146:7 <b>exposed</b> 123:11 145:22 <b>exposure</b> 146:9 <b>expressed</b> 51:5 <b>extent</b> 123:7 <b>exterior</b> 21:5 22:21,22 38:13 62:11 <b>exteriors</b> 138:7 <b>f</b> <b>f</b> 138:20 <b>face</b> 40:21 93:1 93:4,8 102:11 103:2 116:7 152:13,15,16 156:14 176:3	<b>faces</b> 133:22 134:2 <b>facing</b> 74:16 78:7 88:5 146:15 147:12 147:19 149:6 <b>fact</b> 95:1 99:22 104:4 111:3 148:3 <b>facts</b> 141:15 <b>failed</b> 24:16,18 <b>fails</b> 184:19 <b>failure</b> 114:15 120:2 170:6 <b>fair</b> 91:5,16 97:17 100:14 <b>fairly</b> 108:9 <b>fall</b> 35:1 106:17 106:20 107:1 133:3 <b>false</b> 102:20 103:8 125:8 <b>familiarity</b> 14:15,17 <b>far</b> 137:21 <b>farm</b> 166:4 <b>fast</b> 97:8 <b>fault</b> 97:13 <b>february</b> 1:17 136:8 137:9 183:2 184:3 <b>federal</b> 1:11 <b>fee</b> 163:2 <b>feel</b> 16:9 29:1 30:8 148:3,6
--	---	---	---

**[fees - following]**

Page 16

<b>fees</b> 76:11 77:5 79:7 80:22 81:16 158:23 159:16 163:1,4 163:11,14 <b>feet</b> 22:18,22 145:18 <b>female</b> 19:7 <b>fiduciary</b> 112:2 <b>field</b> 40:20 <b>fight</b> 52:17 54:2 <b>figure</b> 82:8 104:24 113:7 117:16 126:24 127:19 149:3 <b>figured</b> 120:19 <b>figures</b> 160:11 <b>file</b> 139:13 <b>filed</b> 151:6 <b>fill</b> 100:23 124:18,24 <b>filled</b> 35:19 100:9 <b>filtration</b> 137:8 <b>final</b> 143:21,22 144:8 <b>financial</b> 75:23 76:1,10 81:10 158:5 <b>find</b> 15:12,19 21:4 31:22 120:12 127:20 146:11,12 167:23	<b>findings</b> 143:17 143:19 144:6 <b>fine</b> 51:18 52:4 53:21 54:23 82:10 97:9,20 151:15 <b>finfer</b> 2:21 4:9 82:7 86:24 87:3,5,6,10 89:7,10,21 93:21,24 94:5 95:12,15,17,20 96:7,13,21 97:4,9,10,20 98:3,6,13,17,22 99:5 100:5 101:16,21 102:3,4,23 103:6 104:24 105:3 107:20 112:8,11,14,20 112:22 113:7 113:12 118:16 118:19 120:14 120:19,23 121:3,8 122:6 122:9,13,17 123:15,18,21 123:23 125:10 125:13,22 126:20 127:13 127:21 130:2,5 130:12,18 131:10,16,21 132:8 133:12	133:19 134:2,8 134:10 135:5 136:17,21,23 137:3,6,22 141:13,18,23 142:5,10 143:6 149:12,17 151:11 152:3,7 152:11,21 153:1 158:9,18 160:6,9,13,18 161:9,15 162:7 162:10,20 163:17 165:14 166:9,14 168:17,23 169:3 180:18 <b>finish</b> 7:20 45:13 52:13 <b>firm</b> 138:16 <b>first</b> 5:14 7:4,8 11:10 12:22 14:18 16:23 23:21 26:17,24 28:14 29:4 30:24 37:22 42:23 44:22 50:22 54:18 56:16,24,24 57:9 59:22 67:8,23 110:12 118:7 132:11 169:10 182:6 <b>five</b> 8:11 16:16 36:8 168:18	<b>fix</b> 44:10 45:6 107:14 108:19 110:8 111:6 155:10,12 <b>fixed</b> 33:4 119:21 148:13 <b>fixes</b> 42:11,14 42:20 43:1 <b>flash</b> 43:11 137:15 154:23 <b>flashed</b> 42:6 <b>flashing</b> 42:18 88:23 94:13 100:9 153:17 154:5,15,18 155:12 <b>floor</b> 33:21 72:13 143:12 144:21 146:12 <b>floors</b> 60:7 118:11,15 <b>flucker</b> 47:24 50:11 <b>folder</b> 130:10 144:4 <b>follow</b> 168:6,8 169:9 173:14 173:19 175:9 179:20 <b>followed</b> 173:24 <b>following</b> 19:14 66:3 153:6 155:8
---	---	---	---

[follows - going]

Page 17

<b>follows</b> 7:5	<b>front</b> 34:7	<b>generally</b>	139:23 145:7
<b>font</b> 175:16	55:21 62:18	116:15	146:14 147:9
<b>food</b> 121:1,17	65:12 75:9	<b>generated</b> 83:2	150:18,23
<b>forced</b> 170:21	76:2,2 78:6	<b>getting</b> 31:20	153:11,21
<b>foregoing</b>	115:21 116:11	108:9 134:9	161:23,24
182:10,14	116:11,17	142:7 160:11	164:20 167:24
186:5	130:15 149:14	160:17 174:22	169:10,14
<b>forgive</b> 140:15	157:1 169:17	<b>give</b> 47:12	<b>god</b> 104:21
<b>former</b> 24:10	<b>frozen</b> 152:19	60:22 97:19	<b>goes</b> 163:6,6,6
25:1,2,5,10	152:21	160:9	163:6
105:19	<b>fucking</b> 107:14	<b>given</b> 7:14	<b>going</b> 8:20
<b>forth</b> 124:17	<b>full</b> 70:19 126:7	109:14 169:5	14:15 26:11
180:8	126:16	182:8,12 186:9	31:20,22,23
<b>forwarded</b>	<b>functioning</b>	<b>giving</b> 160:11	37:6 46:13,22
38:24	19:21,22	<b>glass</b> 115:9,14	46:23 47:1
<b>found</b> 18:15	<b>funds</b> 128:1	115:16 116:6	48:13 49:21
20:24 45:20	129:11,12	<b>go</b> 8:20 13:16	50:19 51:20,24
148:12 179:22	<b>furnish</b> 145:21	32:6 34:4	52:1,7,24 55:2
<b>four</b> 64:21	145:21	50:22 54:17	55:6,12 58:2
131:9 141:19	<b>further</b> 86:23	55:6,15 56:9	59:9 62:19
166:23	88:10 94:12	56:16 57:15	72:19 74:3
<b>frame</b> 86:19	100:16,21	58:2,3 59:16	76:18 81:1
<b>frames</b> 80:9	104:6 105:21	60:1 62:6	83:11 85:5
86:6 162:12	118:4 153:22	63:12 64:20	86:7 89:22
164:3	158:17 169:6	86:24 94:23	95:2,3,3 96:8
<b>frank</b> 2:21	180:17,18	96:3 97:7	97:8,14 105:21
<b>franklin</b> 1:16	182:13,16	98:21 99:2	112:4,18
2:10	<b>future</b> 169:5	101:20 121:16	113:23 117:20
<b>freezes</b> 158:3	<b>g</b>	125:23 127:3,6	118:20 121:13
<b>friday</b> 69:22	<b>g</b> 7:10	127:8,9,20	122:3 123:24
98:5 130:1	<b>garver</b> 97:5	128:21,22	124:18,24
169:6 180:21	<b>general</b> 23:22	131:6,19,21	131:17,18,24
<b>friend</b> 15:15	28:24 44:16	133:10,17	132:11 133:17
<b>friends</b> 34:15	103:22 140:12	134:8 135:6	140:19 146:14
	145:4	136:7,23	153:2 160:24

**[going - help]**

Page 18

162:8,16 163:19 165:6 166:24 168:3 168:24 170:10 172:17 176:1 <b>gonna</b> 31:15 32:4 76:7 95:1 100:18 104:14 <b>gonring</b> 1:7,8 2:19,20 3:8 4:18 5:16,16 5:17,17,17,18 5:18,19,21,22 25:7,11 38:6 56:10,18 57:6 57:13,22 58:7 58:20 59:3,17 59:20,23,23 60:15 93:24 94:2 102:2 107:24 122:19 126:13 149:19 <b>gonrings</b> 32:18 33:15 34:11,13 35:10,12 36:14 36:15 39:1,2,3 39:7,12 40:1 44:8 49:7,10 49:11,13,19 58:1 65:10 67:22 69:3 83:10 84:7 87:7 88:4 91:12 92:21 104:1 105:5,19	111:23 112:3 120:7 155:2 164:22,23 165:12,17,23 167:13,15,19 170:6,17,24 172:14,22 173:8,14 174:8 174:15 175:6 177:15,18,23 178:12 179:1 <b>good</b> 2:16 4:8 4:11 12:20 33:2,4 47:2,4 71:12,16,18 82:11,15,20 83:19,21,22 86:23 87:3,5 121:18 122:3 125:15 133:10 134:5 137:1,5 169:9,14 175:9 175:12 178:19 178:24 179:5 180:10,17,23 <b>google</b> 68:24 69:2,4 <b>gorr</b> 2:14 24:2 24:3 27:2 37:2 38:24 82:21 92:20,21 101:22 102:1 103:13,24 105:15 107:24 108:4,8,21	111:4 124:10 137:13 139:16 143:1,3 156:2 167:18 176:15 177:12 178:11 179:1,7,24 <b>gorr's</b> 156:18 <b>gorrs</b> 32:18 91:12 126:5 167:14 <b>gotten</b> 43:1 <b>graduate</b> 9:21 <b>grand</b> 3:3 103:23 <b>grant</b> 163:13 <b>great</b> 116:24 <b>greater</b> 31:21 <b>grinding</b> 94:13 <b>ground</b> 7:18 <b>group</b> 139:11 <b>guess</b> 147:23 156:24 <b>guidelines</b> 44:18 77:3 <b>guys</b> 23:7 31:17 40:12 47:3 58:4 121:24 148:14 172:1 173:13	<b>happened</b> 26:9 104:19 142:17 147:21 <b>hard</b> 8:8 <b>hawbecker</b> 5:9 28:10,13 61:19 62:22 65:22 66:1 97:4 <b>head</b> 8:7 18:11 23:10 39:5 <b>headline</b> 76:9 <b>heads</b> 93:10 111:8 <b>hear</b> 12:21,22 46:19 61:4 96:1,11 149:22 152:3 164:14 168:21 176:18 <b>heard</b> 35:12 46:17 48:4 118:15 174:16 <b>hearing</b> 12:16 27:24 <b>heat</b> 75:15 157:15,21 158:10 <b>heating</b> 158:1 <b>heir</b> 78:14 <b>hell</b> 137:15 <b>hello</b> 36:1 <b>heloc</b> 85:7,9 159:3 <b>help</b> 69:24 90:23
		<b>h</b>	
		<b>h</b> 185:3 <b>hand</b> 136:17 183:1 <b>happen</b> 131:10	

**[helpful - including]**

Page 19

<b>helpful</b> 87:24 97:21 122:20 <b>helping</b> 160:17 <b>hereto</b> 186:7 <b>hereunto</b> 183:1 <b>hey</b> 37:11 <b>hi</b> 87:8 <b>hid</b> 172:9,10,12 174:7 <b>hier</b> 40:19 80:3 161:23 162:1 <b>higher</b> 166:6 <b>highest</b> 9:10 <b>highlighted</b> 162:1 <b>highlighting</b> 70:9 114:5 150:10 <b>hire</b> 30:2,18 41:23 45:6 70:15 154:15 <b>hired</b> 40:17 43:7,7,10,14 44:20 45:8 110:8 139:7 153:11,23 154:11 <b>hiring</b> 29:24 40:22 43:6 44:15 <b>history</b> 42:23 156:9 <b>hoa</b> 24:5 26:10 26:24 29:5 30:21 40:4	43:10,23 44:4 44:8 45:7 70:3 71:21,23 72:1 72:7,17 75:6 75:13,21 77:5 77:13 79:5 80:1,16,18,18 80:22 85:4 88:5,6 90:10 90:12,13,16,24 91:2 93:10 101:2 110:18 110:21 111:5 111:20,22 120:6,7 124:23 128:2,6,6,24 130:8,10,12 138:10 156:1 158:23 164:12 164:17,19,21 165:1,12 167:21 168:12 170:6 177:16 179:15 180:2 <b>hoa's</b> 111:20,24 113:20 114:12 117:7 119:17 <b>hold</b> 55:1,5 89:4 96:14,14 97:19 98:19 117:13 128:10 130:6 134:3 143:20,21 147:10 166:19	<b>home</b> 63:21 66:20,22 77:15 77:22 85:9,12 85:13 129:16 162:1 <b>homeowner's</b> 178:14 180:5,6 180:16 <b>homes</b> 14:5 <b>horton</b> 167:5 <b>hour</b> 82:9 120:20 121:9 121:14,21 <b>hourly</b> 159:18 159:20 <b>house</b> 11:24 12:1 19:10 27:13 88:3 <b>houses</b> 11:10 18:18 <b>huge</b> 55:19 <b>hum</b> 20:17 87:23 123:22 134:22 167:12 <b>hundreds</b> 155:5 <b>hungry</b> 120:17 <b>husband</b> 13:18 13:20,22 <b>hybrid</b> 1:10 <b>i</b> <b>idea</b> 26:4 60:12 146:8 <b>identified</b> 5:2 44:13 83:24	175:14 <b>idiot</b> 155:6 <b>ignore</b> 155:7 <b>ignored</b> 111:7 <b>illinois</b> 1:1,7,15 1:16 2:5,11,17 2:23 182:1 <b>illogical</b> 51:21 52:1 <b>images</b> 128:4 128:24 132:13 133:3 <b>imagine</b> 25:11 <b>impact</b> 106:2 <b>impacted</b> 146:9 <b>implications</b> 85:23 <b>impression</b> 94:21 174:8 <b>impressions</b> 28:22 <b>improperly</b> 42:6,17 43:15 120:5 <b>inappropriate</b> 55:20 <b>inappropriately</b> 42:18,19 43:21 <b>include</b> 154:2 <b>included</b> 94:12 116:17 <b>includes</b> 150:16 151:7 <b>including</b> 76:11 101:8 154:1
---	---	---	--

[including - investigate]

Page 20

166:16 167:1 167:16 <b>incorrect</b> 134:24 135:16 135:20 136:5 136:11 153:23 <b>incorrectly</b> 42:5 43:17 95:23 149:8 <b>increase</b> 80:18 80:22 165:20 175:16,16 <b>increased</b> 164:11 <b>incur</b> 112:1 <b>index</b> 4:1,4 5:1 <b>indicate</b> 166:6 <b>indicates</b> 103:24 133:21 149:8 153:7 <b>indicating</b> 104:6 124:12 <b>indication</b> 61:14 <b>industry</b> 16:7 <b>infiltrates</b> 158:4 <b>infiltrating</b> 27:22 42:17 133:2,4 <b>infiltration</b> 42:24 63:19 66:19,24 92:1 92:4 101:2 102:11 106:5	109:14 116:15 132:15 137:14 137:15,17 147:17 148:7,8 148:24 149:5 150:9 151:9,21 153:4 156:5 157:7 164:24 180:7,16 <b>info</b> 31:24 134:15 136:18 <b>information</b> 20:23 31:20 37:14 57:18 66:21 109:23 114:23 154:22 155:23 167:4 173:15 177:14 180:3 <b>informed</b> 91:17 91:20,24 <b>initial</b> 17:19 27:24 37:19 128:21 129:3,6 145:15,16 148:8 <b>inquire</b> 34:5 <b>inquiry</b> 90:16 <b>inside</b> 45:17,18 <b>inspect</b> 21:24 40:17 63:17 66:17 150:9 <b>inspected</b> 41:1 <b>inspection</b> 14:6 18:1,3,4,7,20	19:12,18 20:6 20:24 40:7 41:10,14 43:22 44:1 63:21 66:21 78:18,20 83:2,4,24 84:18 86:20 93:4 150:14 151:2 162:2 164:3 <b>inspections</b> 14:4 <b>inspector</b> 18:8 19:1,14 21:24 41:24 43:14 82:17 83:2 85:2 179:22 <b>inspectors</b> 18:17 <b>install</b> 158:1 <b>installation</b> 75:16 157:15 157:21 <b>installed</b> 42:19 88:23 100:9 <b>instances</b> 62:10 177:11 <b>instructed</b> 85:19 <b>insurance</b> 77:6 80:18 139:11 139:14 142:8 142:12 151:6 164:18,19 165:1,2,4,20	<b>intend</b> 113:16 <b>interest</b> 76:11 77:15,24,24 159:3 <b>interested</b> 182:18 <b>interior</b> 62:11 76:12 123:5 126:5 147:23 158:20 <b>internation</b> 184:4 185:1 186:1 <b>international</b> 1:6 2:8 8:1 9:20 48:8 49:18 50:10 <b>interrogatories</b> 5:14 67:8 71:11 <b>interrogatory</b> 161:14 <b>interrupt</b> 33:2 <b>intro</b> 150:8 <b>introducing</b> 93:19,22 <b>intrusion</b> 40:19 42:2 103:1 104:2,7 132:20 156:14 176:3 <b>investigate</b> 88:9 89:24 90:9 93:7 99:21 100:16 100:21 101:4
--	--	--	---



[investigating - kevin]

Page 21

<b>investigating</b> 34:8	42:2 44:10,12 45:7 46:8	38:3,24 39:11 42:22 43:7	76:12 92:24 98:5,10,15
<b>investigation</b> 51:4	73:20 90:11 99:18 100:10	44:7 45:24 46:2 82:21	99:19 102:15 114:2 159:12
<b>invoice</b> 123:1,8 123:9 127:12 143:23 145:12 146:5	105:17 108:23 108:24 109:15 110:6,8 114:19 114:21 116:3,8	92:20,21 102:1 111:4 124:10 124:17,21,22 137:13 139:15	171:10,15,16
<b>invoices</b> 144:1 159:23 160:2 160:10	120:4,6 140:21 146:11,13 148:11 149:2	140:7 143:3 156:2,7 167:18 176:15,24 177:12,23	<b>k</b>
<b>involved</b> 79:15	154:15,19 156:10 165:1	179:11	<b>k</b> 77:24 78:2 79:17 85:16,17 85:21 129:17 129:17 159:8 161:16 182:2
<b>involvement</b> 62:3	167:16 170:7 177:14	<b>john's</b> 146:20 177:10	<b>keene</b> 109:4,6 109:11
<b>iphone</b> 133:8,9	<b>item</b> 66:12 85:13 87:19	<b>joists</b> 118:11,14 118:15,17	<b>keep</b> 33:11 34:22 42:17 65:12 95:3 151:23
<b>irs</b> 162:4,16 168:24	104:4 115:8,21 117:21 118:7 140:1 143:10 172:4	119:7 120:1	<b>keeping</b> 62:17
<b>issue</b> 31:21 42:7 83:16,23 86:19 88:10 92:13 111:21 113:5 141:18 150:24 154:17 156:8 173:12	<b>items</b> 81:19 85:16 86:4 87:20 106:19	<b>joking</b> 173:2 <b>jordan</b> 2:21 87:6 97:24 105:2 133:10 152:20 162:14	<b>kelly</b> 1:8,14 2:20 182:3 183:7
<b>issued</b> 78:23 142:18	<b>j</b>	<b>judge</b> 53:11,18 163:13,15	<b>kelsey</b> 3:8 25:6 25:11 38:3,6 38:22 43:7 56:10,18,21 57:6,13,22 58:6,17,20 59:3,17,20,23 60:10,14 94:24 124:17,20,22 155:3
<b>issues</b> 20:14,15 21:4 23:21 24:8,11 25:15 25:17 26:5 27:18 30:22 32:2,11 33:17 35:2,9,11 36:12 37:6 38:1,4,12 40:1	<b>january</b> 74:16 <b>jfinfer</b> 2:24 <b>job</b> 1:24 10:9 10:24 154:20 155:1,2 <b>john</b> 2:14 24:2 24:3 25:9,13 25:14 26:16,19 27:2 32:1 33:1 33:7,8 37:2	<b>judgment</b> 140:2,3 163:12 <b>july</b> 14:23 23:13 66:11 138:7 171:21 173:23 <b>june</b> 42:5 43:4 43:11,12 50:8 61:18 63:6 66:1,2 73:14	<b>kept</b> 54:14 <b>kevin</b> 2:10 7:23 87:12 169:9



[kid - lead]

Page 22

<b>kid</b> 120:22 121:13 <b>kind</b> 26:9 32:13 33:10 40:11 42:14 70:14 <b>kitchen</b> 116:24 <b>kkojs</b> 2:12 <b>klein</b> 138:5,8 <b>knew</b> 29:10 32:4,16 33:17 34:8 49:11,13 99:18 104:13 105:16 156:19 156:19 172:16 <b>knock</b> 34:4 <b>know</b> 12:17,18 14:21 15:16,22 16:1,5,8 17:6,7 17:10,19,24 18:1,4,8,11 19:4,17,24 20:1 23:3,16 23:18,20 25:3 25:4 26:9,14 26:16 28:14,24 29:5 32:10,21 33:18 34:11,17 34:19,20 35:5 35:7,9,14 36:12,15,18,22 37:11 38:11 39:3,6,22 40:17 41:6 42:20 43:2,5 44:9,22 45:3,4	45:11,15 46:4 46:7,15 48:2 48:21 49:7 57:23 58:1,8 58:13,22 66:8 76:7 84:22 85:3 88:16 90:21 96:6 101:16 102:13 109:1,5,10,13 109:17 111:10 112:4 113:11 114:23 118:14 121:8,22 122:2 128:22 129:18 130:21 137:21 138:11 139:6,8 140:14 141:21 142:6,11,15,24 143:17 144:21 145:11 152:19 152:19 155:15 156:15 161:6,7 162:5 166:17 166:21 169:18 171:7 174:22 175:14 176:14 176:22,24 177:1,9 178:20 180:1 <b>knowledge</b> 51:3 63:20 66:20 84:10,11 102:10 103:1 142:19,22	156:13,18 167:14,15 176:2 177:22 178:4 180:4 <b>known</b> 57:1 116:16 <b>knows</b> 35:10 <b>knuckle</b> 136:15 <b>kojs</b> 2:10 4:7 4:10 7:7 8:18 8:19 13:1 21:13,16,20 29:20,23 30:6 31:3,9 33:3,6 47:3,5,8,15 49:21 50:1 52:12,17,24 53:4,12,21 54:1,9,15,16 55:3,14,17,19 55:24 56:6 58:10,15 59:6 59:13 61:5,9 61:17,22 62:19 63:2,10,11 64:5,7,9 65:13 65:18 67:7,11 69:13,15 71:8 71:15,19 74:6 74:8,11 77:4 82:4,10 125:12 125:14,17,20 134:7 151:23 169:8,11,16 171:14 175:8	<b>kristen</b> 109:4,5 109:10 143:4 179:18 <b>l</b> <b>labor</b> 145:21 <b>lack</b> 148:8 149:2 <b>laid</b> 10:16 <b>langveld</b> 28:10 <b>laptop</b> 97:23 <b>late</b> 34:23 <b>law</b> 2:3 79:7 138:5,16 159:15,23 161:19 <b>law.com</b> 2:24 <b>laws</b> 37:15 <b>lawsuit</b> 76:10 77:5 80:1,5 139:13,17,22 140:11 141:3,4 141:10,22 142:3,12,21 161:24 162:8 164:13,13 165:15,16,17 165:18 <b>lawsuits</b> 80:19 164:12 <b>lawyer</b> 112:7 112:18 160:5 160:19 168:7,8 <b>lead</b> 40:11,15 43:5
--	---	--	---

<b>leading</b> 74:2 <b>leak</b> 88:6,18,21 91:8,8,10,12,22 92:2,3,9,14 <b>leakage</b> 66:15 88:3 153:19 172:7,24 174:2 <b>leaking</b> 38:14 38:20 62:11 63:15 74:19 89:24 101:5,7 146:24 157:5 169:24 <b>leaks</b> 60:2 63:18 66:18 88:5 89:3 90:9 90:16 91:7,18 91:20 157:3 <b>learn</b> 89:2 92:18 155:23 <b>learned</b> 154:22 <b>leave</b> 120:15 122:3 152:1 <b>leaving</b> 10:15 <b>left</b> 64:1 67:5 140:21 161:23 161:24 172:2 <b>legal</b> 51:17 53:7,11,12 54:2 69:1 76:11 112:5,7 112:9,18 113:1 113:10 138:6 138:19 173:5 184:23	<b>length</b> 173:4 <b>lent</b> 129:14 <b>letter</b> 5:9,11,12 5:16 61:18 62:4,21 63:3,6 65:15,19 66:2 66:7,11 96:19 98:5,15 138:3 138:8 139:2 142:18 161:3 162:15 171:10 171:15,21 <b>letters</b> 66:9 90:3,6,15 163:8 168:8 171:8 174:20 174:24 180:8 <b>letting</b> 42:3 <b>level</b> 9:10 <b>liability</b> 1:7 <b>license</b> 82:2 183:8 <b>licensed</b> 154:10 <b>lie</b> 50:15 88:17 89:1 100:6 104:9,18 108:7 108:8,11,12,17 124:13,15,19 156:21 <b>lied</b> 54:8 90:13 95:6 100:4 101:4 103:19 104:17 114:18 116:18 174:7 175:2 177:12	177:13,15,16 177:18,19 178:5 179:11 <b>lies</b> 103:20,21 103:23 140:17 <b>life</b> 140:18 165:19 <b>light</b> 19:21 20:15 82:9 99:22 <b>likely</b> 172:20 <b>limited</b> 1:7 72:24 73:3 78:11 101:9 114:22 119:10 119:13,19 144:21,22 145:2 149:11 150:19 151:2 <b>line</b> 47:20,23 66:2 77:22 81:21 85:9,12 85:13,14,16 86:4 118:7 129:16 144:3 166:7 185:4,7 185:10,13,16 185:19 <b>list</b> 52:14 143:10 <b>listed</b> 48:14 49:12 51:14 104:19 106:19 <b>listen</b> 105:2	<b>listing</b> 54:14 <b>lists</b> 51:19 52:5 59:2 <b>litigation</b> 141:19 165:6,8 <b>little</b> 36:21 66:8 118:4 122:20 125:24 132:5 152:17 <b>live</b> 9:6 11:15 12:4,12 33:1,7 <b>lived</b> 9:8 22:15 25:6 32:23 54:20 <b>lives</b> 33:20 34:20 <b>living</b> 33:9 172:17 <b>llc</b> 1:6 48:8 185:1 186:1 <b>llp</b> 2:9 <b>loan</b> 76:11 77:16,24 78:2 129:17 159:4,8 <b>located</b> 12:2 13:7 22:19 30:3,7,9 31:12 84:14 85:2 153:5 <b>locations</b> 62:14 151:10 <b>loftus</b> 2:15 <b>loftusandense...</b> 2:18
---	--	--	--

[logan - mark]

Page 24

<b>logan</b> 12:3,11 13:19 <b>long</b> 9:8 10:13 11:2,15 12:4 12:12 15:22 17:21 18:2 19:12 37:6,8 131:14 <b>longer</b> 131:16 <b>look</b> 16:11 20:6 21:2 22:5 36:17 44:22 45:4 66:12 76:21,23 84:22 86:22 90:13 94:23 108:15 109:20,22 112:20 117:15 123:14 127:1 131:17 133:20 139:23 141:16 141:17,22 142:3 146:20 156:11 177:10 180:1 <b>looked</b> 16:14 33:22 44:6 64:21 66:8 68:20,23,24 126:21 155:24 168:8 169:20 <b>looking</b> 11:10 11:12 16:12 44:9,12 50:24 58:24 69:17	110:10 123:1 132:10 144:5 145:17 146:5 147:6,8,10,15 166:8,9,21 171:18 <b>looks</b> 64:16 101:24 123:10 132:22 141:9 145:12,15 166:15 <b>loss</b> 139:9 <b>losses</b> 141:5 <b>lot</b> 16:6 95:2 148:18 <b>loud</b> 8:6 <b>lower</b> 115:22 <b>lowering</b> 152:12,17 <b>lunch</b> 120:18 121:10 122:11 <b>lying</b> 58:3,4 64:20 90:5 103:13 108:22 124:14 156:19 176:19 179:15	186:5 <b>magnitude</b> 92:14 <b>mail</b> 8:17 23:23 24:1,7,15,20 25:3,10,14,24 26:17 27:16 42:23 48:16,18 48:23 49:14 60:20 61:10 96:17,18,19 97:20 98:10,15 106:3 108:2 122:1,6 125:1 130:1 156:11 179:21 <b>mailing</b> 26:19 <b>mails</b> 23:8,9 26:15 33:12,14 36:22 37:2,13 37:16,22,24 38:19,23,24 39:11,16 76:23 91:12 92:20 94:23 103:9 105:18 108:15 111:4 124:17 167:18 <b>main</b> 75:16 <b>maintain</b> 93:8 93:9 114:13,15 120:2 145:5 <b>maintained</b> 94:19	<b>maintaining</b> 111:15 113:21 117:8 119:18 <b>maintenance</b> 100:3,12,13 115:9 <b>make</b> 8:6,12 63:14 66:14 78:20,21 90:7 101:12 110:4 111:1,12 126:22 129:7 130:18,19 131:2,5,6 133:24 141:14 155:5 172:6,23 174:1,5 180:23 <b>makes</b> 66:23 <b>male</b> 19:7,8 <b>management</b> 54:20 <b>manager</b> 10:10 11:1 <b>mandatory</b> 162:21 <b>manner</b> 78:21 <b>march</b> 72:4 75:15 147:11 <b>mark</b> 46:23 49:21 56:1 59:9 62:19 65:13 69:17 93:24 110:2 122:18 124:1 149:19 153:12
<b>looked</b> 16:14 33:22 44:6 64:21 66:8 68:20,23,24 126:21 155:24 168:8 169:20 <b>looking</b> 11:10 11:12 16:12 44:9,12 50:24 58:24 69:17	<b>m</b>		
	<b>madame</b> 180:10 <b>made</b> 62:15 66:7 94:17 101:3 102:20 108:20 113:1 125:8 148:20 148:20 164:21		

[marked - mold]

Page 25

<b>marked</b> 4:18 47:6,12 49:23 56:4 59:11 61:20 62:23 65:16 67:9 87:12 125:10 126:13 <b>married</b> 8:24 32:21 <b>masonry</b> 72:3 72:19 108:14 117:16 125:23 130:9 138:7,12 138:24 139:2 142:16 143:8 153:7,24 154:12 168:3 170:1 <b>material</b> 57:2 60:3,6 114:19 <b>materially</b> 114:23,24 116:4,8 <b>matousek</b> 2:9 <b>matter</b> 110:22 <b>matters</b> 63:20 66:20 99:20 <b>mba</b> 9:11,12,23 <b>mccarthy</b> 3:1 12:16 31:1 63:8 71:6,10 71:17 130:23 130:23 136:14 136:19,22 162:14 163:9	<b>mckee</b> 3:1 <b>mean</b> 17:6 31:24 32:17 40:23 65:8 68:21 89:5 92:4 111:3 126:12 130:16 136:14 158:8 <b>meat</b> 8:21 <b>meet</b> 14:1 24:13 27:10,12 35:24 <b>meeting</b> 5:17 26:10,12,24 27:15,16 28:3 29:5 31:10,14 40:4 43:23 44:4 93:17 95:24 97:5 100:15,22 101:10,24 102:5 103:12 106:24 110:24 120:21 121:2 121:19,23 156:12,21 168:1 175:15 <b>meetings</b> 30:21 45:7 <b>melinda</b> 1:3,10 4:6 7:3,10,11 102:1 182:5 184:5 185:2,24 186:2,4,12	<b>melinda's</b> 131:1 <b>member</b> 110:17 112:24 165:24 <b>members</b> 8:3 <b>mention</b> 25:2 66:23 <b>mentioned</b> 25:1 89:3 <b>mess</b> 140:21 <b>met</b> 13:24 26:20,22 46:3 <b>meta</b> 10:12,17 10:19,20 <b>metadata</b> 133:16,18,23 134:1 <b>michigan</b> 3:3 <b>middle</b> 60:2 140:13 <b>miller</b> 162:1 <b>million</b> 163:2 <b>mind</b> 7:11,13 7:19 8:8 31:3 33:4 61:6 62:17 65:12 69:17 115:18 118:3 148:5,6 148:23 152:12 152:17 168:17 169:11 <b>mine</b> 142:1 <b>minute</b> 8:11,11 82:8 97:15 98:1 106:24	131:24 149:13 168:18 <b>minutes</b> 5:17 27:17 93:17 96:1 97:5 100:15,22 101:10,24 120:15 121:8 121:13 153:21 168:1 <b>mischaracteri...</b> 104:22 <b>misrepresent...</b> 52:23 54:6,6 54:13 <b>misrepresent...</b> 67:24 68:3 <b>misrepresented</b> 52:15 <b>missing</b> 126:22 130:20 131:7 <b>misunderstood</b> 108:13 <b>modac</b> 154:2 <b>modification</b> 5:12 65:14 <b>modifications</b> 5:10 62:21 <b>modified</b> 154:2 <b>mold</b> 5:18 23:1 23:2,2 24:16 24:18 45:8,11 45:15,20 70:12 70:15,21 71:22 105:22,22
---	--	--	--

**[mold - notes]**

Page 26

106:1,4,9 107:8,12,15 118:8,8,10,11 118:12,13,23 118:24 119:1,2 119:3,3,6,7,20 119:24 122:22 123:4,7 145:22 167:14,16,20 177:6,10 <b>molding</b> 22:11 <b>moment</b> 146:6 153:16 <b>money</b> 104:15 107:11,13,17 129:11,14 138:18 139:4 139:19 140:14 142:2,14 <b>month</b> 14:21 17:22,23 <b>monthly</b> 80:23 <b>months</b> 10:14 99:13 <b>mortar</b> 115:8 115:16 <b>mortgage</b> 14:7 14:11,12 <b>motion</b> 140:2 163:4,12 <b>mouth</b> 96:15 <b>move</b> 55:18 69:13,16 132:4 134:1,2	<b>moved</b> 23:16 23:18,20,24 24:15 26:20 33:8 105:5 <b>moving</b> 134:3 <b>mulligan</b> 39:8 <b>mulligans</b> 39:1 39:4,6,12,24 105:20 106:3 137:13 167:19 <b>multiple</b> 132:19 133:3 <b>multiply</b> 81:2 <b>muted</b> 31:1 <b>n</b> <b>n</b> 7:10 <b>name</b> 7:8 15:7 15:8,19 19:4 28:14 29:15 35:20 47:17,17 48:4,5,7,9,15 49:10,17 52:5 59:22 82:20 87:6 109:2 <b>name's</b> 18:10 <b>named</b> 182:5 <b>names</b> 17:13 25:4 33:18 <b>nature</b> 139:21 139:21 <b>necessary</b> 186:6 <b>need</b> 8:10,14 52:12,17,21 73:24 76:19,21	97:14 98:11 101:12 116:22 120:14,15 121:10 140:7 144:24 145:13 149:13 <b>needed</b> 14:1 93:14 100:3 148:17 154:1 <b>needs</b> 87:1 <b>neglected</b> 90:4 <b>negligence</b> 111:19,24 113:21 117:8 119:18,19 145:4 <b>negligent</b> 110:19,21 111:5,15 <b>negotiations</b> 17:17,21 <b>neighbor</b> 33:14 34:13 35:12,19 105:15 <b>neighbor's</b> 103:19 <b>neighbors</b> 33:16,17,18 34:17 36:19 <b>never</b> 33:4 43:18,19 50:13 51:10,16,21 52:2 54:20 81:23 95:18 107:15 108:24	120:6 127:4 139:1 141:19 149:11 163:7 174:16 <b>new</b> 46:3 97:6 <b>nicholas</b> 1:7 2:19 25:6,11 56:10,17,21 57:6,13,22 58:6,16,20 59:3,17,20,23 60:11 <b>nick</b> 38:3,6,22 60:14 <b>nightmare</b> 37:23 93:13 140:18 <b>non</b> 42:11,12 <b>normal</b> 163:7 <b>north</b> 1:16 2:4 2:10,16 11:14 13:8,18 88:20 94:14 <b>northern</b> 1:1 <b>northwestern</b> 9:18 <b>notary</b> 186:13 186:19 <b>note</b> 101:20 102:8 150:7 175:15 184:10 <b>noted</b> 86:19 186:7 <b>notes</b> 87:13 98:11
--	--	---	--

## [notice - opinion]

Page 27

<b>notice</b> 22:3 23:21 <b>noticed</b> 20:14 137:24 <b>november</b> 10:6 107:3 <b>number</b> 5:2 70:19 98:2 109:20 128:23 166:18 171:19 171:23 <b>numbers</b> 81:12 <b>nuveen</b> 10:23 <b>nw</b> 3:2	<b>obtained</b> 86:16 107:8 140:6 <b>obviously</b> 7:18 8:5 14:23 69:12 96:18 118:17 <b>occasions</b> 132:20 133:4 <b>occupancy</b> 57:9 <b>occupied</b> 16:18 <b>occupy</b> 57:11 <b>occur</b> 26:12 <b>occurred</b> 22:12 26:14 54:14 157:8 <b>occurrences</b> 62:13 <b>occurring</b> 150:10 151:9 151:22 153:5 170:2 <b>october</b> 36:24 41:7 70:12 107:3 134:13 134:19 135:7 135:13,18,22 137:8 149:24 158:6 <b>offer</b> 16:24 17:4,7,10,16,19 <b>official</b> 23:12 <b>offset</b> 141:5 <b>oh</b> 64:5,8 79:20 95:1 104:21 121:10 125:18	136:19 146:19 147:9 152:21 158:16 162:3 164:16 <b>okay</b> 8:13,16 11:13 14:4,14 21:3,17 51:22 52:17,24 54:15 58:16 63:24 64:10 67:5 71:24 73:24 74:5,10,10,21 75:1 76:4,9 77:5 78:14 80:15 81:4,20 82:23 87:2 89:22 92:3 98:14,19,21 99:2,4,9 101:14 102:1 105:12 107:23 110:10 113:19 113:23 114:3 115:2,18,21 116:21 120:23 121:22 122:1,9 122:10 124:5 124:20 125:21 126:9,17 127:12 128:17 129:10,18 130:4,14 135:6 135:12,18 136:6,22 137:3 137:5,23 139:3	140:12 141:23 142:11,15 143:7 144:4,13 144:19 145:13 146:4,14 157:18 160:13 163:22 166:11 168:15 172:2 172:13,16 173:13,22,22 175:3,10 177:2 180:22 <b>old</b> 39:22 <b>omission</b> 90:5 <b>once</b> 15:3 75:18 <b>one's</b> 102:16 <b>ones</b> 56:21 64:3 169:13 <b>ongoing</b> 77:15 78:14 79:7 80:1 <b>open</b> 45:21 106:6,7 122:4 130:14 <b>opened</b> 146:12 <b>openings</b> 106:5 108:16 114:21 115:9,15,16 148:11 150:16 154:23 155:11 <b>operation</b> 110:15 <b>opining</b> 142:5 <b>opinion</b> 42:1 151:17 153:7
<b>o</b>			
<b>o</b> 7:10 182:2,2 <b>o'clock</b> 8:15 <b>o'donoghue</b> 138:5,9 <b>object</b> 102:23 112:4,18 <b>objection</b> 29:22 30:5 55:19 89:4 95:10,22 104:22 112:8 <b>objections</b> 95:21 <b>obligated</b> 162:22 <b>obligation</b> 114:12 149:10 <b>obligations</b> 145:5 <b>obtain</b> 164:6,7			

[opinion - paper]

Page 28

177:12 <b>opportunity</b> 140:16 168:1 <b>options</b> 31:18 <b>orange</b> 81:21 <b>order</b> 5:18 122:22 <b>orders</b> 113:24 145:24 <b>original</b> 89:22 92:24 <b>oshana</b> 2:3,4 8:17 12:23 21:11,14,17 29:19,21 30:5 30:17 47:12 52:10,13,20 53:3,7,14,22 54:5,12 55:1,5 55:16,18,21 58:9,11 61:3 64:2,6,8 69:11 74:5,7,10 76:22 79:7 83:18,20 89:4 89:16 93:19,22 95:10,13,16,18 95:22 96:11,14 97:3,7,12,22 98:4,9,14,19 99:2,24 101:15 101:19,23 102:21 104:22 105:1 107:19 112:4,10,13,17	112:21 113:6,9 118:14,17 120:13,17,21 121:1,6,10,16 121:19,22 122:5,8,10 123:17,20,22 125:16,18,21 126:18 127:9 127:19 129:22 130:1,6,16 131:5,12 133:24 134:3,9 135:4 137:18 141:9,16,21 142:1,7 143:1 151:3 152:1,5 152:9,18 158:8 158:14 159:15 159:23 160:5,7 160:10,16 161:4,7,13,19 162:6,17,24 163:13 165:10 165:13 166:7 166:11 171:11 178:17,22 180:22 184:1 <b>oshanalaw</b> 2:6 184:2 <b>outcome</b> 139:17 142:11 142:15 <b>owe</b> 166:24	<b>owed</b> 79:20 <b>own</b> 11:17,20 12:6,9 13:3,14 51:12 52:3 60:22 68:18 85:17 <b>owned</b> 11:22 13:12,17,18,19 13:20,21 39:1 39:7,8,9,10 <b>owner</b> 24:4 27:6 46:4 49:5 50:13 51:16 52:3 60:13,13 60:19,24 64:18 64:19 65:2,3,7 65:9 66:23 67:23 68:8,15 69:5,7 105:20 109:3,3 170:14 171:9 172:15 178:6 <b>owners</b> 16:20 17:7,13 19:9 22:15 23:18 24:10 25:1,2,5 25:10 26:22 27:19 32:2,8 46:3,7 104:12 105:18 <b>ownership</b> 62:12 179:7 <b>owning</b> 11:19 36:22	<b>p</b> <b>p.m</b> 135:13 <b>p.m.</b> 134:21 135:8,19,23 <b>page</b> 20:23 47:16 48:11 49:16 50:5,5 50:14,22 51:18 52:5 56:9,16 56:24 57:10,15 59:16,19,22 62:6 63:12 67:3,14 87:19 113:24 185:4,7 185:10,13,16 185:19 <b>paid</b> 70:19 71:20,23 72:7 72:17 73:8,15 74:12,18 75:3 75:6,9,13,16,19 76:17 77:9,10 77:13 80:4,15 110:13 111:13 113:20 115:5 117:6 129:11 129:14 142:7 157:18 158:7,8 158:11,12,24 159:6,10,12,15 159:21 161:19 169:19 <b>paper</b> 52:11,14 52:22 53:9,10 53:17,20,23
--	---	---	--



[paper - point]

Page 29

54:3,7,13 55:7 55:8,9,11,12,21 55:23 <b>paperwork</b> 18:10 <b>paragraph</b> 47:17 49:17 60:1,2,6 67:21 <b>paralegal</b> 98:24 <b>parapet</b> 145:19 145:21 <b>parse</b> 148:18 <b>part</b> 13:22 21:7 21:8 28:5 37:3 54:1,2 74:12 79:10 86:13 94:6 98:17 110:17 124:23 144:17 170:9 178:20 179:2 <b>particular</b> 94:23 98:10 102:8 130:9 132:12 <b>parties</b> 181:2 <b>partner</b> 32:20 <b>party</b> 2:14 63:13 66:13 82:21 142:20 163:15 172:5 182:17 <b>past</b> 88:2 <b>patzik</b> 2:21 <b>paul</b> 3:1 130:23 163:9	<b>pause</b> 31:2 33:5 98:20 117:14 120:10 134:4 <b>pay</b> 71:21,21 71:21 75:21 76:20 77:23 78:2 79:22 110:16,19 117:9,22 119:17 126:6 158:20,23 <b>paying</b> 75:1 76:15 78:12 79:5,10 81:7 159:18,20 <b>payment</b> 129:3 129:4,4 <b>payments</b> 77:20 78:15 128:24 129:7 130:13 <b>pc</b> 3:1 <b>pdf</b> 133:15 <b>pending</b> 8:12 165:6,8 166:1 180:20 <b>penetrate</b> 153:18 <b>people</b> 12:18 173:10 <b>percent</b> 166:24 <b>perform</b> 154:12 <b>performed</b> 18:4 43:3 115:10,15 118:1,8 119:4	119:8 122:23 123:5,7 126:5 156:24 <b>perimeter</b> 104:5 <b>permeated</b> 41:20 <b>person</b> 27:10 31:10 68:9,12 68:16 <b>person's</b> 29:15 <b>personal</b> 85:17 128:1 129:12 <b>personally</b> 34:12,14 <b>pertaining</b> 1:13 178:22 <b>petition</b> 163:2 <b>petitions</b> 163:1 163:3 <b>pfs</b> 2:24 <b>phone</b> 121:12 <b>phones</b> 121:24 <b>photo</b> 133:17 133:20 135:1 <b>photos</b> 132:16 132:18 133:6 136:24 137:8 137:19,19,21 <b>picture</b> 146:21 <b>pictures</b> 137:10 169:19 <b>piece</b> 52:11,13 52:22 53:9,10 53:17,19,22	54:13 55:7,8,9 55:11,12,21,23 <b>pieces</b> 54:7 <b>place</b> 170:3 182:14 <b>plaintiff</b> 1:4 2:2 125:15,16 <b>plaintiff's</b> 4:16 4:17 5:13,18 46:23 49:21 56:2 59:9 61:18 62:20 65:13 67:8 110:12 123:4 125:17,18 <b>plan</b> 122:7 <b>pleadings</b> 140:2 <b>please</b> 7:8,9 21:19 62:9,14 63:9 64:17 65:1 100:20 102:23 110:4 112:16 116:23 118:22 171:9 175:16 <b>plus</b> 73:14 166:21 <b>pockets</b> 145:20 146:8,10 <b>point</b> 15:20 28:19 36:3 44:9 49:6 52:10,15 103:24 107:1
--	---	--	---



[point - property]

Page 30

111:12 131:17 164:11 169:5 177:7 <b>pointing</b> 153:15 <b>poor</b> 155:1 <b>poorly</b> 89:20 <b>portion</b> 31:5 61:7 122:15 161:11 180:12 <b>position</b> 103:13 105:13 113:19 116:10,14 124:11,15 125:7 149:4 <b>possession</b> 175:23 <b>possible</b> 63:18 66:18 122:2,13 <b>possibly</b> 144:20 <b>post</b> 125:24 163:12 <b>potential</b> 109:14 164:13 <b>potentially</b> 169:4 <b>pouring</b> 101:8 <b>practices</b> 44:19 <b>predates</b> 166:5 <b>preference</b> 121:5 <b>premises</b> 54:17 110:16 <b>premium</b> 80:18 81:7 164:12	<b>prepare</b> 41:14 67:17 <b>preparing</b> 62:3 <b>prerogative</b> 55:14 <b>presence</b> 179:18 182:9 <b>present</b> 3:6 88:3 163:3,4 <b>president</b> 24:5 179:7,10,13 <b>presume</b> 141:13 <b>pretty</b> 32:15 111:3,5 126:18 <b>prevailing</b> 163:15 <b>preventing</b> 104:6 <b>previous</b> 95:23 127:1 153:24 <b>previously</b> 115:10 <b>price</b> 18:1 109:14 <b>primary</b> 42:23 <b>print</b> 97:18 <b>printed</b> 53:10 <b>prior</b> 11:9,13 11:19 12:6,9 12:15 13:2,9 14:19,23 15:9 17:6 18:18 22:14 23:18 24:10 26:19	28:16 36:22 46:8,20 64:17 64:18 65:2,3,6 65:9 66:7 83:6 83:10,24 84:8 86:20 88:10 89:24 91:5 92:1 93:4,7 94:7,17 95:9 97:2 98:7 99:6 102:11 103:2 109:11 118:5 156:14 164:5 168:2 171:9 172:15 176:3 178:15 <b>privilege</b> 29:21 <b>probably</b> 23:17 121:13 <b>problem</b> 12:20 92:15 108:16 111:7 155:7 <b>problems</b> 148:8 <b>procedure</b> 1:12 <b>process</b> 13:22 14:15 28:5 63:21 66:21 170:10 171:1 172:18 <b>produce</b> 37:4 123:9,16,19 153:19 161:14 162:18,19,22 163:5,7 168:24	<b>produced</b> 37:3 94:24 96:24 110:11 123:3 126:2 137:12 139:1 141:23 155:15 161:3 162:3,16 163:1 177:13 <b>producing</b> 111:4 <b>product</b> 125:6 <b>production</b> 101:22 107:24 126:1,14 130:20,24 131:3 166:4 <b>program</b> 10:10 11:1 <b>progress</b> 129:7 <b>projects</b> 124:7 <b>prompted</b> 24:20 <b>properly</b> 116:2 120:2 149:1 <b>properties</b> 12:7 13:3,12 15:10 15:18 16:11,14 28:17 <b>property</b> 5:6,7 11:20,22 12:9 12:12 13:7,11 13:19,20 14:13 14:16,19 15:1 16:18 34:2,3 36:10,22 38:1
---	--	--	---

[property - read]

Page 31

38:12 39:1,7 50:13 54:21 56:2,17 57:2 57:11 59:10 62:11,13 63:15 63:19 66:15,19 66:22,24 67:24 68:8,16,18 84:8 88:10 170:7 172:7,24 174:1 <b>proposal</b> 154:1 <b>provide</b> 62:14 <b>provided</b> 39:11 44:7,7 66:3,23 69:21 86:9 97:4 <b>provides</b> 153:6 <b>public</b> 186:19 <b>pull</b> 90:24 117:19 126:12 132:1 <b>pulled</b> 96:21 117:10 126:14 130:2 <b>pulling</b> 130:6 <b>purchase</b> 5:3,4 5:18 11:5 23:12 28:20 46:24 50:2 83:7,11 86:20 109:14 113:24 122:22 178:16 <b>purchased</b> 39:2 39:3 177:7	<b>purchasing</b> 46:8 84:8 91:6 109:11 170:11 170:17,24 172:18 <b>purposes</b> 75:1 117:24 163:10 <b>pursuant</b> 1:11 <b>pursue</b> 138:16 138:19 140:3 <b>pursued</b> 142:16 167:21 <b>pursuing</b> 113:13 141:3 <b>put</b> 16:23 17:16 44:14 85:5 88:22 93:10 95:1 104:15,19 111:8 157:17 172:1,2 <b>putting</b> 17:7 96:15 154:20 175:13	99:4,20 100:20 103:5 109:9 111:11 112:15 112:22,23 114:9 118:21 118:22 124:6,8 125:5 135:7,12 141:8 155:1 173:12 174:4,6 174:13 178:9 180:11 <b>questions</b> 7:19 8:4 19:17,20 20:9,11 50:19 74:1 82:6,11 86:23 113:10 160:14 169:4,7 170:22 175:2 180:7,17,19,20 <b>quick</b> 149:12 149:13 <b>quickly</b> 32:6 126:15 <b>quite</b> 24:9 140:5 <b>quote</b> 86:9 117:19 155:22 163:22 166:5,5 166:13 <b>quotes</b> 43:1 86:14,16 155:4 155:13,16,19 155:20,24 156:1,2	<b>r</b> <b>r</b> 46:14 185:3,3 <b>railings</b> 115:23 <b>raised</b> 63:20 66:20 <b>randi</b> 35:20,24 36:18 167:4 <b>random</b> 169:12 <b>randomly</b> 24:14 <b>rapids</b> 3:3 <b>rarely</b> 163:8 <b>rating</b> 138:21 <b>reach</b> 28:3,7 29:16 30:16 39:24 170:24 172:21 174:15 174:21 175:4,5 179:23 180:5 <b>reached</b> 18:14 29:4 174:10,12 174:24 175:1,1 180:6,15 <b>reaches</b> 174:17 <b>reaching</b> 30:18 <b>reaction</b> 27:24 37:19 <b>read</b> 13:24 31:6 33:12,14 37:16 37:22 41:16 48:11 50:16 53:5,18 61:8 62:15 63:21 66:3 67:2 68:10 92:20
	<b>q</b> <b>qualified</b> 42:12 <b>question</b> 7:20 7:21 8:12 17:5 21:19 31:4 38:10 51:20 55:9 61:5 67:20 68:8 82:24 86:2 88:2 89:22 90:5,21 91:23 95:7,7 96:2		

[read - reference]

Page 32

97:8,13,15 101:13 111:21 122:14,16 123:14 144:24 150:21 151:19 153:16 175:20 176:1 180:13 181:3 184:9 186:5 <b>reading</b> 49:6 56:20 67:3 <b>readjusted</b> 132:6 <b>reads</b> 51:2 52:11 54:18 62:9 63:13 <b>ready</b> 86:24 <b>real</b> 5:3,7 14:1 14:3 15:5,6,7 15:12,17,22 16:1,7 17:8 18:15,16,23,24 19:2,4 23:6 28:4,21 46:24 59:2,10 66:22 81:22 82:1,2 83:13 99:1 126:15 149:12 171:5 172:1,21 173:7 174:9,10 174:16,19 175:4,5 <b>really</b> 95:7 121:2 125:5 127:4 142:1	154:24 <b>realtor</b> 82:18 83:3 <b>rear</b> 19:22 20:16 137:16 <b>reason</b> 24:14 45:22 93:11 105:4 113:19 117:6 132:12 134:23 135:15 135:19 136:1,5 136:10 141:8 170:23 172:20 173:9 184:11 185:6,9,12,15 185:18,21 <b>reasonable</b> 160:14,15,16 163:14 <b>rebuild</b> 72:13 76:12 143:11 144:14 145:21 158:20 <b>recall</b> 11:10 14:22 15:8 17:20 18:2 19:13,16 20:5 20:19,21 22:13 22:16 25:16 26:2 27:14 29:7,15 35:8 36:20 37:21 45:10,23 50:18 50:19,21 59:4 82:18 83:1,9	83:12,13,16,23 84:6,12 85:7 86:6,10 87:17 88:11,12,13 89:16,18 90:18 90:23 93:3 94:6 96:10 101:17 102:5,8 108:2 109:20 111:2 139:18 139:24 142:13 168:7,16 <b>recalled</b> 126:4 <b>receipt</b> 184:18 <b>receive</b> 24:1 96:3 142:14 <b>received</b> 23:23 36:23 39:2 51:11 95:8,14 95:19,24 97:1 99:6 133:15 163:22 169:5 178:15 180:20 <b>receiving</b> 87:17 95:8 99:17 100:15 108:2 <b>recent</b> 106:14 <b>recognize</b> 148:17 <b>recollection</b> 88:15 90:20 <b>recommenda...</b> 41:18 154:8 <b>recommenda...</b> 20:12,13,20,21	153:13 <b>recommended</b> 41:19 153:12 154:12 <b>recommends</b> 153:8 <b>reconciled</b> 129:20 <b>reconciliation</b> 130:11 <b>record</b> 7:9 31:6 61:8 107:23 122:16 123:3 131:20,21,23 132:3 133:10 133:14 138:3 162:15 164:17 180:13 <b>recover</b> 114:16 139:19 163:4 <b>recoverable</b> 162:7 <b>recovered</b> 139:4 141:5 142:20 <b>recovering</b> 114:18 <b>recross</b> 175:11 <b>redirect</b> 169:15 <b>reduced</b> 182:9 <b>refer</b> 29:12,14 30:10 46:14 57:12 <b>reference</b> 84:17 84:20 150:11
---	--	---	--

164:12 <b>referenced</b> 106:12 164:1 182:8,12 184:6 <b>referencing</b> 38:9 84:13 125:2 150:3 <b>referred</b> 15:13 18:16 28:21 41:1,3,4 177:6 <b>referring</b> 25:18 53:6 123:12 138:23 178:13 <b>refers</b> 151:17 <b>refinish</b> 75:8 156:24 <b>reflect</b> 27:17 137:10 <b>reflected</b> 147:11 <b>refresh</b> 88:14 90:19 <b>regarding</b> 63:14 66:14 89:23 90:16 94:10 108:5 172:6,23 177:17 178:9 <b>regardless</b> 125:5 <b>regards</b> 36:10 <b>regular</b> 100:12 100:13 164:18 <b>regulations</b> 97:5	<b>reiterate</b> 82:24 <b>relate</b> 148:8 <b>related</b> 35:2,4 76:10 80:5 81:16 84:16 138:6 142:20 148:2,4,5,6 149:7 161:10 164:23 178:15 179:15 <b>relates</b> 125:2 148:1,19 <b>relative</b> 182:16 <b>relayed</b> 85:3 <b>release</b> 37:14 <b>relevant</b> 141:4 142:1 152:8 179:6 <b>relied</b> 88:16 91:10 93:13 94:22 100:2 <b>relocated</b> 105:5 <b>relocation</b> 1:6 2:8 8:1 46:13 46:16,19 48:8 49:18 50:11 54:19 63:13 66:13 172:5 184:4 185:1 186:1 <b>remediate</b> 110:19 111:20 120:6 140:21 <b>remediated</b> 92:16,19	<b>remediation</b> 84:24 118:8,8 119:4,8 123:5 <b>remember</b> 21:1 22:7 23:10 25:13,21,23 38:8 39:14 76:24 141:12 161:8 <b>reminder</b> 162:20 <b>remove</b> 110:13 110:14,15 145:17 146:6 164:8 <b>renner</b> 86:9,9 163:23,23 <b>repair</b> 106:20 115:6 154:19 <b>repaired</b> 147:21 <b>repairs</b> 62:14 70:7 73:22 75:24 77:23,23 81:16 93:9,10 110:21 111:16 113:2 119:11 140:13 143:24 <b>repeat</b> 21:19 180:11 <b>rephrase</b> 69:11 69:12 83:21 <b>replace</b> 80:8 106:23 162:11 163:18	<b>replaced</b> 158:16 <b>replacement</b> 73:15 74:17 78:6 86:5 145:8 146:16 147:13 157:19 164:2 169:18 <b>replacements</b> 76:3 <b>repointing</b> 154:1 <b>report</b> 5:8,21 5:22 20:6 44:7 59:10 61:13 66:22 83:2,5,9 83:24 84:1,4 84:18,22 86:20 93:4 103:17,18 105:21 108:22 108:24 117:10 144:5,10,24 148:10 149:8 149:18,23,24 150:3,8,21 151:8 153:2,11 153:12,24 154:10,13 164:3 <b>reported</b> 66:21 <b>reporter</b> 1:15 4:16 8:5 47:14 122:14 131:19 180:10 182:4
--	--	---	--

<b>reporter's</b> 4:13	<b>rereading</b> 31:3	76:1 78:13	<b>right</b> 7:17 11:4
<b>represent</b> 8:1	<b>resend</b> 126:11	79:2,12 80:24	11:7 13:11
46:13 82:21	<b>reservation</b>	81:6,10 111:20	15:8 18:11
132:20	180:23	119:17 145:3	38:6 46:12,14
<b>representation</b>	<b>reserves</b> 124:6	146:16 158:6	46:22 47:17
51:2,4 53:1,5	<b>residential</b> 5:7	<b>responsible</b>	53:13,14 56:1
53:17 54:18	59:10 66:22	57:17 110:21	61:17 64:10
102:19,21,22	<b>resolve</b> 88:6	111:16 113:2	69:16 70:9,16
103:8	<b>resolved</b> 156:8	146:18	70:20 72:3
<b>representations</b>	<b>respect</b> 63:18	<b>restoration</b>	75:8 82:4 87:5
50:23 90:8	66:12,18 124:8	153:8	91:2 92:8,13
94:22 125:7	126:7 152:7	<b>restroom</b> 8:12	94:9,15 95:12
<b>represents</b>	172:4	<b>result</b> 120:1	96:8 101:23
161:10	<b>respective</b>	164:18	106:10 113:5
<b>reproduce</b>	45:24	<b>resulting</b>	114:12,14
131:8	<b>respond</b> 25:24	110:15	116:13 117:5
<b>request</b> 84:23	<b>responded</b> 65:1	<b>results</b> 44:1	127:10 129:23
97:1 131:2	<b>responding</b>	153:13	132:9 133:17
162:19	26:8	<b>retained</b> 4:16	133:20 134:5
<b>requested</b> 31:5	<b>response</b> 5:10	4:17,18 82:17	136:17 137:23
47:7 49:24	5:12 62:21	83:2 153:4	141:17 142:8
56:5 59:12	63:5 65:15	<b>return</b> 184:13	145:1 152:9
61:7,21 62:24	66:2,3,6 67:4	184:17	153:18,24
65:17 67:10	67:23 68:7	<b>review</b> 90:2,6	154:9,22
122:15 161:12	99:17 100:14	90:15 96:19	158:19,21
180:12	100:21 171:20	114:6 168:1	164:22 165:2,7
<b>requests</b> 84:24	172:22 173:23	184:7	166:16 169:4
<b>required</b> 93:8	<b>responses</b>	<b>reviewed</b> 66:1	180:19
110:19 114:20	63:24 64:14,14	99:9	<b>river</b> 13:8
114:21 116:5,7	66:7 73:24	<b>reviewing</b>	<b>role</b> 140:8
186:13	<b>responsibilities</b>	50:18	<b>roles</b> 179:11
<b>requiring</b> 51:4	76:10	<b>rhoades</b> 3:1	<b>roof</b> 39:18
<b>reread</b> 61:5	<b>responsibility</b>	<b>ridiculous</b>	42:19 60:3
77:3	70:17 72:4,15	55:16,18	73:10,11,15
	74:18 75:24	155:22	74:17 75:16

## [roof - section]

Page 35

91:10 92:11 114:10,10,13 114:15 115:2,4 115:6 144:15 145:8,10 146:9 146:16,20 147:3,13,18,22 147:22 157:19 158:2 <b>roofing</b> 72:13 127:5 143:12 144:21 147:7 <b>room</b> 19:15 117:1 <b>ross</b> 2:16,18 82:20 133:16 136:24 <b>ruined</b> 140:17 <b>rules</b> 1:12 7:18 97:5 <b>running</b> 35:13 <b>ryan</b> 27:2,4 32:4,7,18 37:2 38:3 45:24 46:2,5 102:1 176:12,14 177:19,23 <b>ryan's</b> 32:20	178:23 <b>sales</b> 46:6 <b>samotny</b> 2:21 <b>sand</b> 93:11 111:8 <b>sanitize</b> 123:11 <b>sara</b> 48:19,20 49:14 60:20 <b>sarah</b> 5:9 61:19 62:21 65:21 173:10 <b>sat</b> 103:12 <b>saw</b> 39:12 48:16 103:9 <b>saying</b> 8:9 21:12,14 25:14 25:14,16 33:11 35:9 54:6 55:11 58:11 65:1 89:5,18 91:13 95:13 98:10 105:15 105:19 106:3 111:18,19 156:16 165:16 168:7 174:18 <b>says</b> 12:21,21 46:16 47:24 48:6 50:6,10 50:12,14 51:22 52:19,22 53:4 53:16 54:2,3 54:10,11,24 55:4 56:9,16 57:5 58:16	60:2,20,23 64:11,17 67:5 70:8,10,17 71:5,8 72:10 80:1,24 87:20 92:16 96:22 102:24 104:5 108:8,15 115:13,17 116:24 134:13 134:15,17,19 135:7,13,18,22 136:7,18 137:13 146:6 151:21 152:2,2 152:5,6 153:3 153:17 154:14 156:13 161:24 162:1 165:19 166:15 171:19 172:4,15 179:21 <b>scheduled</b> 121:21 <b>scope</b> 44:5,11 44:13 94:12 116:20 126:7 150:9,13 <b>screen</b> 63:9 69:17 71:7 134:6 152:16 152:18 175:13 <b>screens</b> 134:1 <b>scroll</b> 101:22 113:23 126:14	127:3,10 <b>scrolling</b> 87:19 98:22,23 99:3 127:11 <b>seal</b> 43:11 <b>sealant</b> 42:16 43:16 88:22 104:6 108:6 111:9 115:8,12 115:14 145:22 154:18,20 <b>sealed</b> 42:16 43:19 88:6 94:18,20 99:10 99:22 102:12 103:2,11 156:15 176:4 <b>sealing</b> 88:24 94:10,14 103:14 104:2 <b>search</b> 68:24 69:2,4 <b>searching</b> 30:13 <b>second</b> 5:12 40:3 55:5 65:14,24 72:19 81:18 87:19 96:14,15 97:19 98:19 101:21 120:9 133:11 143:20 151:19 <b>secret</b> 33:11 <b>section</b> 57:9 62:6 63:12
<b>s</b>			
<b>s</b> 46:14 185:3 <b>sale</b> 5:3,4 31:22 32:6 35:4,16 46:24 50:2 104:13,16,16 104:19 125:2			

66:12,17 67:5 <b>sections</b> 63:17 <b>see</b> 8:3 22:10 47:3,24 48:9 48:18 50:23 57:3,16,19 61:16 62:7 63:24 64:10 70:9 71:15,17 87:15,22 88:1 88:6 94:9,12 96:20 97:3 101:11 105:23 106:7,19 107:21 108:4 114:3 116:21 116:24 122:19 122:21 123:4 126:6,15 128:7 128:8,11,19,21 129:16 132:5 133:16,22 134:5,11,13,15 134:17 135:7 136:19 138:1 144:12 145:13 146:4 148:15 149:20,23 150:11 151:1 151:16 152:13 152:15,16 153:9,13 162:9 165:19 166:16 167:1 168:4 171:20 173:9	175:15 176:4 <b>seeing</b> 93:3,17 94:6 136:16 137:14 141:5 166:4 <b>seek</b> 164:5 <b>seeking</b> 114:16 141:11 <b>seem</b> 16:6 34:15 147:16 <b>seen</b> 41:13 47:9 48:5 50:3 56:7 59:14 61:23 63:3 65:19 67:12 69:18 124:3 126:1 137:24 141:20 155:13,15 160:2,22 <b>seepage</b> 63:19 66:18 <b>sell</b> 24:17 35:10 46:5 51:11 52:3 60:21 68:9,16,18 69:8 <b>seller</b> 19:3,5 48:10,17 49:4 49:10,15 50:10 51:2,6,10,13,18 51:21,23 52:2 52:2,5,6,14,23 53:6 54:2,3,7 54:10,14,19,22 56:9,17 57:1,5	57:10,12,17,21 57:23,24 58:1 58:2,6,8,14,17 58:19 59:1,3 59:16,19 60:12 60:14,15,17,21 60:23 61:1 63:14,16,19 64:18,21,22 65:2 66:1,13 66:16,19 67:1 68:5 69:4 87:14 90:7 103:21 170:12 170:13 172:6,9 174:3 178:6 <b>seller's</b> 5:6 47:23 48:7,15 49:17 50:23 51:3 53:1,5,16 53:16 54:18 56:2 59:22 62:12 174:4 <b>sellers</b> 49:11 170:18 174:9 <b>selling</b> 32:7,8 49:13 <b>send</b> 24:20,23 48:23 49:1 126:17 127:12 <b>sense</b> 141:14 <b>sent</b> 8:17 24:14 25:9 26:16 37:1,17,24 62:1,21 65:21	71:24 97:6 98:7 126:11,18 126:21,24 127:14 129:22 138:11 184:14 <b>sentence</b> 54:19 57:1,16 65:24 67:23 68:7 176:1 <b>separate</b> 41:23 66:9 <b>separately</b> 139:10 <b>september</b> 36:24 41:7 101:11,24 107:1 156:5,12 175:15,22 176:6,9,21 177:3 <b>service</b> 46:16 46:20 54:20 <b>services</b> 1:6 8:2 43:2 46:13 138:6 146:2 184:4 185:1 186:1 <b>set</b> 81:18 183:1 <b>several</b> 89:9 90:2 95:5 144:1 171:2 <b>sgariglia</b> 1:3,10 4:6 96:24 182:5 184:4,5 185:1,2,24
---	--	---	--



## [sgariglia - specific]

Page 37

186:1,2,4,12 <b>shake</b> 8:7 <b>share</b> 47:1 63:8 71:6 77:11,12 84:2 122:18 131:24 137:24 <b>shared</b> 61:11 68:6 84:1,6,9 109:23,24 128:11 130:10 167:18 <b>sharing</b> 71:9 79:14 101:10 137:4 149:18 <b>sheet</b> 69:18,22 74:9 79:24 169:12 184:11 <b>shocked</b> 26:3,9 28:2 37:20 <b>shoddy</b> 138:22 <b>short</b> 82:7 <b>shorthand</b> 1:15 182:3 <b>shortly</b> 26:16 30:18 <b>show</b> 46:22 56:1 64:22 87:14 90:22 93:16 96:8,17 110:2 123:24 128:7 161:13 162:17,18 <b>showed</b> 108:22 <b>showing</b> 71:10 87:11 107:21	<b>shown</b> 85:6 94:3 101:16,18 124:1 <b>shows</b> 108:24 126:1 150:4 <b>sick</b> 97:16 <b>side</b> 33:20,22 35:23 64:1 88:21,22 128:6 128:6 134:5 136:17 145:20 146:21,24 <b>sides</b> 91:9 92:10 <b>sign</b> 14:10,12 124:21 181:3 184:12 <b>signature</b> 47:21 47:24 48:6 50:6 56:13 67:15 181:1 183:6 <b>signatures</b> 59:17,20 <b>signed</b> 14:11 50:11 61:15 99:15,19 124:10,11,20 155:3 184:20 <b>significant</b> 27:18 29:8 105:16 116:5 148:16 161:11 167:15	<b>signing</b> 48:14 49:7 50:17 <b>sit</b> 25:9 111:7,7 131:14 <b>sitting</b> 130:20 131:11 <b>six</b> 16:16 23:23 24:15 26:19 37:12 99:23 104:17 129:21 <b>size</b> 175:17 <b>slider</b> 19:22 20:16 <b>sliding</b> 88:24 137:16 149:7 <b>slow</b> 95:3 <b>small</b> 95:2 <b>smaller</b> 133:24 <b>sold</b> 46:2 57:2 <b>solution</b> 70:15 155:7 <b>solutions</b> 45:8 45:11 48:8 49:18 50:11 70:12,22 71:22 184:23 <b>somebody</b> 18:14 52:8 <b>someone's</b> 69:7 <b>soon</b> 31:8 148:14 <b>sorry</b> 33:2 53:3 72:19 82:19,20 83:19,21 89:11 93:21 96:16	106:19 107:6 127:18 135:3 149:22 152:3 152:13 164:14 166:7 176:18 <b>sort</b> 17:17 19:20 20:11,20 21:3 22:10 46:19 82:1,2 126:3 132:4 <b>sound</b> 23:13 <b>sounds</b> 100:11 165:23 <b>south</b> 2:22 74:16 78:7 145:19 146:15 146:21,24 147:12,19 149:6 <b>speak</b> 12:17,23 23:7 29:11 103:18 110:23 <b>speaking</b> 55:19 82:19 95:21 <b>special</b> 70:10 71:4 72:9 73:12,17 75:4 75:11,19 76:4 76:18 77:6 78:4,9 79:3 80:12,14,21 158:24 <b>specialist</b> 40:20 <b>specific</b> 28:11 72:20 73:9,19
---	--	---	--



[specific - subcontracted]

Page 38

94:24 103:23 116:21 124:7 178:8 <b>specifically</b> 20:13 25:15,22 35:8 38:8,11 38:16 39:14 51:5 172:22 174:14,18 176:20 <b>specifications</b> 78:22 <b>specified</b> 182:15 <b>spell</b> 7:9 <b>spending</b> 130:21 <b>spent</b> 107:14 <b>split</b> 40:14,20 93:1,4,8 102:11 103:2 116:7 146:2 156:14 176:3 <b>spoke</b> 23:5 33:19 34:6,7 34:11,13,17,19 34:24 36:14,15 36:19 173:9 <b>spoken</b> 34:23 36:6,21 <b>spot</b> 94:13 <b>spouse</b> 32:20 <b>spraying</b> 153:21	<b>spreadsheet</b> 5:15 71:11,13 85:6,13 106:13 127:8,9 128:19 128:23 <b>square</b> 12:3,11 13:19 145:18 <b>ss</b> 182:1 <b>staged</b> 157:12 <b>stairs</b> 116:6 <b>stamp</b> 5:18 110:12 123:4 132:22 <b>stamped</b> 110:11 144:9 <b>standing</b> 51:17 <b>stands</b> 85:9 <b>start</b> 7:21 23:21 44:21 87:11 132:11 140:18 <b>started</b> 11:10 31:15 162:21 <b>state</b> 1:15 7:8 110:18 141:17 166:4 167:19 182:1,4 <b>stated</b> 148:10 <b>statement</b> 5:6 56:3 57:19 87:14,17 91:17 176:7,13,16 177:3 <b>statements</b> 78:23 93:13	103:22 <b>states</b> 1:1,12 57:10 153:24 <b>statute</b> 163:3 <b>stay</b> 19:15 <b>steel</b> 72:12 115:22 143:11 144:14,17 <b>stems</b> 42:8,10 <b>stenotype</b> 182:9 <b>step</b> 31:16,17 168:6 <b>steps</b> 31:18 40:6 76:2 89:23 90:8,17 99:21 100:16 100:21 116:11 <b>steve</b> 40:19 78:14,17 80:3 161:21,23 <b>steven</b> 43:14 <b>sticking</b> 49:16 56:24 <b>stipulate</b> 52:24 53:4,23 54:1 54:10 55:22 163:10 <b>stipulated</b> 55:23 <b>stipulating</b> 52:21 <b>stoop</b> 115:21 116:11,17	<b>stop</b> 131:24 137:3 160:14 <b>stopped</b> 108:9 <b>storage</b> 80:8 86:5 162:11 163:18,19 164:2 <b>street</b> 2:10,16 11:5,19 <b>strike</b> 144:22 176:11 <b>strong</b> 121:4 <b>structural</b> 72:11,12 87:20 108:17 143:10 143:11,21,22 143:24 144:4,8 144:9,13,14 148:11 149:9 150:24 154:10 155:11 <b>structurally</b> 150:4 <b>structure</b> 73:20 73:21 146:21 150:15,16 151:8,10,16,17 151:18 153:5 <b>structures</b> 88:4 <b>studies</b> 9:20 <b>stuff</b> 8:20 77:21 120:12 157:14 <b>subcontracted</b> 44:16
--	---	---	--

<b>subfolder</b> 147:7	121:20 126:18 126:22 130:18	125:24	<b>terms</b> 63:17 66:16 158:5
<b>subject</b> 169:3,3	130:19 131:2,5	<b>talking</b> 21:15 35:3 37:12	<b>terrace</b> 74:17 146:15 147:2
<b>subparagraph</b> 57:10 62:6 63:12	131:6 138:23 142:4 161:18	39:20 64:3,4,6 68:4 92:5	147:12
<b>subscribed</b> 186:14	<b>survive</b> 51:5 <b>sworn</b> 7:1,4 182:6 186:14	123:13 131:8 144:20 151:12 151:14 152:10	<b>terraces</b> 74:24
<b>subsequent</b> 42:11 148:7	<b>t</b>	152:10 154:4 165:3 178:18	<b>test</b> 24:16,18 63:17 66:17 107:8,12,15 177:10
<b>substantial</b> 89:13 169:6	<b>t</b> 185:3,3 <b>table</b> 140:15 <b>take</b> 8:11,13 14:7 59:5 82:7 85:20 89:23 90:8,17 99:21 100:15,20 120:11,13,15 133:6 149:12 153:16 155:3 168:17	<b>talks</b> 105:21 151:8 153:2 154:5,6,8 168:2	<b>testified</b> 7:5 89:13 95:17,19 96:9 112:24 126:6 169:18
<b>suburbs</b> 30:3,7 30:9	<b>taken</b> 1:11,13 1:15 59:8 77:22 82:13 122:12 132:16 132:18 133:21 137:8 149:16 152:24 168:20 175:22 182:14	<b>tax</b> 85:23 <b>taxes</b> 79:20	<b>testify</b> 182:6
<b>success</b> 108:13	<b>takes</b> 157:13	<b>technological</b> 136:15	<b>testimony</b> 95:23 103:19 104:23 105:14 118:5 182:8,11 184:9,18 186:8
<b>sue</b> 165:22	<b>talk</b> 11:4 30:5 30:14 95:3 100:8 150:19	<b>tell</b> 17:13 19:9 29:18,19 32:13 51:24 53:9 60:18 74:3 88:17 90:12 92:7 93:16 97:24 100:18 108:18 112:6 120:23 128:10 156:7	<b>testing</b> 105:22 153:14 177:6
<b>sued</b> 105:19 111:22	<b>talked</b> 13:2 62:5 70:14 78:18 109:2	152:4 160:7	<b>thank</b> 7:14 47:2 47:5 82:5 112:10 123:21 132:7 136:22 149:14 167:11 168:5 171:17 175:8 180:22
<b>suggests</b> 140:2		<b>telling</b> 91:11 100:2 108:5 124:22 151:23	<b>theory</b> 105:7
<b>suing</b> 165:12 165:13		<b>ten</b> 8:11 82:8 131:9 153:20	<b>thing</b> 57:15 103:23 108:19 110:12 126:23 137:23 140:20
<b>suite</b> 1:16 2:5 2:11,17,22 3:2			
<b>summary</b> 41:14 81:18 153:6			
<b>supplied</b> 42:22			
<b>support</b> 103:16 105:12 162:22 167:17			
<b>sure</b> 7:17 8:6 8:12 24:9 65:8 69:9 78:20,21 105:15 111:12 119:22,23 120:14 121:11			

**[thing - transcript]**

Page 40

154:22 177:16 <b>things</b> 12:21 20:3,24 43:20 53:16 64:22 72:23 <b>think</b> 16:14 19:2 32:3 36:6 48:22 52:4,8 57:16 58:11,20 69:21 71:13 76:22,22 95:13 101:19 106:13 108:8,12 118:4 121:6 122:7 125:1 126:3,18 127:4 129:2 131:12 136:5 137:3 142:2,3 143:9,20 144:6 146:19 156:20 161:4 162:7 167:9 168:18 172:13 178:17 <b>thinking</b> 164:15 176:14 176:24 <b>thinks</b> 42:8 53:19 <b>third</b> 2:14 33:21 50:23 57:16 63:13 66:13 68:7 82:21 142:20 172:5	<b>thomas</b> 5:9 28:15,22 30:10 61:19 62:22 65:22 <b>thought</b> 20:22 59:1 71:8 103:14 119:4 156:8 <b>thousands</b> 155:5 <b>three</b> 9:5 10:14 11:16 12:14 13:12 15:9 21:23 22:18,22 27:8,18,20 32:8 38:2 44:19 66:9 75:3 78:12 91:9 92:10 99:13 104:12 104:15 130:3 131:9 140:14 147:24 155:19 157:8 173:21 179:11 <b>tie</b> 130:24 <b>time</b> 8:10 11:22 17:14 24:9 32:9 34:24 49:6 58:9,10 58:11,18 83:14 94:10 97:23 102:19 104:20 105:9 108:4 116:19 121:6	130:21 132:11 142:13 149:3 156:18 157:13 160:14 163:2 170:10,16 172:13 176:8 182:14 184:19 <b>timeframe</b> 184:8 <b>times</b> 15:1 36:6 90:2 95:6 129:21 132:21 166:22 171:2 173:11,17,21 179:6 <b>timing</b> 148:21 <b>title</b> 10:24 48:21 <b>titled</b> 56:2 62:20 65:14 70:4 143:22 <b>today</b> 7:19 11:4 34:20 121:5 <b>together</b> 32:16 44:14 95:1 <b>told</b> 29:7,8 30:3 33:15,17 35:12 35:16 37:5 46:11 49:4 58:13 60:13,14 61:1,11 90:4 90:24 92:2,9 97:23 101:5 106:22 112:17 156:9 160:19	173:7 177:14 178:6 179:14 179:16 <b>took</b> 16:20 70:2 134:24 149:3 159:8 168:6 179:6 <b>top</b> 18:11 23:10 39:5 56:17 58:17 59:3 70:4 96:9 98:7 101:20,22 123:10 <b>topic</b> 127:17 <b>total</b> 70:21 75:23 76:1 77:11 78:24 81:9,9,12,15,21 127:2 128:3 129:10 158:5 161:22 166:16 <b>totally</b> 97:17 <b>touch</b> 34:22 138:22 179:14 <b>towards</b> 60:1 <b>trace</b> 75:15 157:15,21 158:10 <b>transaction</b> 103:20 174:16 <b>transcribed</b> 182:10 <b>transcript</b> 4:1 181:3 184:6,20 186:5,8
--	---	--	--

## [transcription - unit]

Page 41

<b>transcription</b> 182:11	<b>tuckpointing</b> 94:13 127:7	<b>undergrad</b> 9:21	25:22 26:5,22 27:6,19 31:13
<b>treat</b> 154:3	<b>turn</b> 47:11,16	<b>undergraduate</b> 9:14,17	31:21 32:2,5,7 32:7,23 33:8
<b>trial</b> 160:24	50:5	<b>understand</b> 17:5 32:12	34:5,9,17,18,19 35:5 36:2,10
<b>trim</b> 163:20	<b>two</b> 13:21 14:8	38:10 52:20	38:4,12,16,20 39:3,9,10,15
<b>true</b> 52:15	20:3 86:12	54:9 58:23	41:12 45:17,18 45:20,21 46:2
91:11 92:9	120:4 131:9	60:21,22 92:13	46:3,4,5,8 47:1 70:5,7,17,24
102:13 114:8	137:1 146:22	97:16 98:9	71:3 72:13,20 72:23 73:9,10
182:11 186:8	147:21 149:13	111:12 129:2	73:19,21,21,21 73:22,22,22,23
<b>truss</b> 73:14	154:2 161:24	141:15 144:19	74:12,12,17,17 74:22,22 75:2
74:15 145:8,11	173:11 177:7	148:23 159:3	75:2,23 76:9 76:12,20 77:23
145:20 146:2,7	<b>type</b> 46:15	177:24	78:3,6 79:14 79:14 80:24
146:8,10	53:15,24	<b>understanding</b> 25:5 55:10	81:5,5,7,7,9,9 83:4 85:14
157:18	<b>typed</b> 53:18	56:21 57:5,12	86:21 88:4,6 88:18,23 91:6
<b>trusses</b> 145:22	55:8,22	57:22 58:6	91:7,15,15,21 91:22 92:1,23
146:10	<b>typically</b> 163:5	60:10 64:13	96:23 100:11 101:6,7 104:12
<b>trusted</b> 100:18	<b>typo</b> 146:19	65:5,9 81:11	105:18,22,23 106:1,2,2,4,10
173:15,16	<b>u</b>	176:12	106:20 107:2,9 107:16 109:3
<b>truth</b> 46:11	<b>u</b> 7:10	<b>understands</b> 54:19	109:11 110:13
88:17 91:11	<b>um</b> 20:17 87:23	<b>understood</b> 58:18	
100:2,19 182:6	123:22 134:22	<b>unemployed</b> 10:19	
182:6,7	167:12	<b>unfortunate</b> 24:12	
<b>truthful</b> 100:7	<b>unable</b> 63:14	<b>unit</b> 9:7 11:6,19	
173:16,17	66:14 172:6,23	21:7,15 22:1	
<b>try</b> 41:20 71:14	174:1,4	22:17,20,22	
74:2 132:9	<b>uncomfortable</b> 121:4	23:22 24:4,12	
173:14	<b>under</b> 16:4	24:17,18,23	
<b>trying</b> 24:16	32:5 37:15	25:6,15,17,18	
68:9,16,18	51:18 56:17		
69:7,9 74:6,8	58:17 65:24		
82:8 92:6 98:6	94:20 143:24		
104:24 113:7	147:7 162:21		
117:15 120:12	163:3 171:21		
123:6 127:19			
141:14 148:18			

[unit - want]

Page 42

110:14,22 111:13,15,16 111:19 113:3 113:20 114:6,7 114:24 115:1 116:4,21 117:4 117:7 118:9,10 118:13,18,24 119:2,4,9,14 120:7,7,7 123:6 125:3 126:5 132:14 132:21 133:4 137:13,14,15 137:17 143:12 144:15,16,22 144:23 145:19 146:7,10,11,16 146:16,18,23 146:23,24 147:2,3,17,18 147:18,19,20 147:22,23 148:24 149:6 150:10,14,16 150:17,17,18 150:18,20,20 150:20,21,22 150:23 151:2,7 151:7,7,8,9,9 151:13,17,18 153:5,19 156:4 157:9 158:20 167:14 169:17 170:7,11,17	175:23 177:8 178:7 179:7 <b>unit's</b> 150:4 <b>united</b> 1:1,12 <b>units</b> 21:10,21 22:15 27:19,21 27:23 29:9 32:9 35:6 38:2 40:8 41:21 46:1 73:5 75:3 78:12 100:8 104:16,19 105:17 <b>unknown</b> 56:22 <b>unsound</b> 150:4 <b>ups</b> 169:9 175:9 <b>use</b> 8:11 <b>used</b> 15:9 18:17 28:16,19 110:6 184:20 <b>usually</b> 162:24 163:5	<b>vents</b> 38:14 92:12 <b>verbally</b> 8:9 <b>verification</b> 172:6 174:5 <b>verifications</b> 63:14 66:14 172:23 174:1 <b>verified</b> 128:24 <b>verify</b> 62:9 184:9 <b>verifying</b> 67:15 <b>veritext</b> 184:14 184:23 <b>veritext.com</b> 184:15 <b>versus</b> 77:6 148:20 <b>visit</b> 14:18 15:1 16:20 <b>visited</b> 15:4 16:17 <b>vote</b> 110:24 <b>voted</b> 80:22 <b>vs</b> 1:5	<b>wall</b> 108:16 114:21 145:20 145:21 148:11 150:16 153:19 <b>walls</b> 35:13 36:13 38:15 39:18 45:17,18 60:7 92:11 101:9 106:6 110:14 115:22 118:11,12,13 118:23,24 119:1,20 120:1 123:11 146:7 155:11 <b>want</b> 52:18 55:9 82:6 87:13 93:16 95:16 96:20 97:3 102:18 105:2 110:2 111:12 112:5 114:1 121:3 122:6,18 124:5 125:23 126:12 130:18,19,21 131:14,19 138:20 150:7 152:15 160:13 167:24 168:5,6 168:23 169:10 170:9 173:23 174:22 175:3 178:19
	<b>v</b>		
	<b>v</b> 184:4 185:1 186:1 <b>vague</b> 89:4 <b>vagueness</b> 102:24 <b>validated</b> 129:1 <b>value</b> 114:24 114:24 116:4,9 <b>various</b> 43:1 131:4 151:10	<b>w</b> <b>wacker</b> 2:22 <b>wait</b> 33:15 35:17 95:10,16 97:7,12 98:1 <b>walked</b> 22:2 <b>walker</b> 2:9 <b>walkerwilcox...</b> 2:12	

**[wanted - words]**

Page 43

<b>wanted</b> 32:5 35:10 106:8 144:19 <b>water</b> 21:3,4,5 22:4,10 23:1 27:18,19,20,22 29:8 31:23 33:17 35:13 36:13 38:20 39:19 40:19 41:12 42:2,2,3 42:17,24 62:10 62:12 63:15,16 63:19 66:15,15 66:18,23 74:19 74:23 83:16,23 84:13,20 85:1 88:3,20 89:24 90:3,9 91:9,24 92:4,10 95:4 99:18 100:11 101:1,8 102:10 102:14 103:1 103:10 104:1,5 104:7 105:17 106:4,11,12,17 106:20 107:2,4 108:9,16 109:14 116:5 116:15 132:13 132:15,15,20 132:21 133:2,4 134:9 137:8,13 137:14,14,16 146:24 147:17	148:7,7,11,12 148:24 149:5 150:9 151:9,21 153:4,14,18,21 154:6 156:5,10 156:13,14 157:5,6 158:4 163:21 164:24 169:24 172:7,7 172:24 173:1 174:2,5 176:3 177:14 178:15 179:22 180:7 180:16 <b>water's</b> 91:13 91:14,14,15 <b>watts</b> 3:7 41:5 151:19 <b>way</b> 24:12 43:4 70:4 97:1 105:10 131:10 <b>we've</b> 35:2 36:21 37:11 64:21 75:17 161:9 173:11 <b>weeks</b> 17:22 23:23 24:15 26:19 104:17 <b>weeps</b> 42:15 43:19 <b>went</b> 7:17 81:8 81:13,19 85:6 117:17 125:6 126:3 143:8 150:22 152:21	155:6 <b>west</b> 9:7 11:5 35:22 70:5 88:5,20,22 94:14 96:23 138:4 153:5 <b>whereof</b> 183:1 <b>whichever</b> 129:19 <b>whoever's</b> 68:17 <b>wilcox</b> 2:9 <b>wilkins</b> 5:9 48:19,20 60:20 61:19 62:22 65:21 <b>window</b> 76:2 78:6 122:3 136:19 150:15 159:14 169:17 <b>windows</b> 38:14 38:21 39:17 42:5,15 43:18 60:7 72:24 73:3 88:5 92:11 106:5,23 133:5 149:6 154:23 158:14 158:16,17 169:23,24 170:1 <b>windy</b> 18:7,17 <b>wire</b> 71:24 <b>withdraw</b> 109:8	<b>withdrawal</b> 79:17 85:16,20 129:17 161:16 <b>witness</b> 7:1,4 12:17 21:18 31:7 58:12 59:5 77:2 87:2 87:4,8 89:8,17 96:5 100:1 103:4 120:11 120:16 121:15 121:20 127:10 129:24 130:4,8 130:14,17 131:14 137:20 141:12 143:2 151:5,20 158:15 161:5 165:11 166:12 168:22 169:2 171:12 175:10 179:3 180:14 182:5,8,10,12 183:1 184:8,10 184:12,19 <b>wondered</b> 173:24 <b>wondering</b> 68:17 <b>word</b> 12:22 151:16 <b>words</b> 53:17,18 53:19 55:11 67:3 69:1 96:15
---	--	--	--

[work - zoom]

Page 44

<b>work</b> 5:19 41:19 44:5,11 44:13,17,18,20 44:20,21 45:1 45:3,13 67:17 70:7 72:3,19 73:14 74:15 75:17,18 76:19 78:20,22,23 80:4 86:4 89:14,19 92:23 92:24 93:11,12 93:14 94:12,21 102:15 105:5 106:20 108:5 108:14 111:6 111:13 113:17 113:20 114:2,7 115:5,10,19,20 116:1,20 117:3 117:6,9,11,16 118:1 119:8 122:23 123:5,7 125:6,23 126:4 127:5 129:8 130:9 132:10 138:22 139:16 140:16 143:8 143:18,22 144:15 145:8,9 145:13 146:3,5 147:4,11 148:16,18,19 154:12,14,16 154:21 155:14	155:18 156:16 156:16,24 157:12,13,18 157:22,24 159:14 168:2 <b>worked</b> 14:3 15:16 68:22 <b>working</b> 28:24 78:19 80:3 154:6 <b>workman</b> 78:21 <b>worry</b> 74:7 <b>worse</b> 108:20 <b>worst</b> 41:12 <b>worth</b> 126:23 140:13 <b>write</b> 124:22 <b>writing</b> 179:17 179:20 <b>written</b> 123:2 128:20 131:3 161:17 <b>wrong</b> 74:4 104:8 108:18 117:12 169:22 <b>wrote</b> 65:1 127:22 128:3,5 128:13,23 143:12 156:23 162:4	<b>yahoo.com</b> 2:6 184:2 <b>yeah</b> 8:14,18 19:2 21:13,16 21:21 37:23 41:19 42:3 45:8,12 59:6 63:10 64:5,7 67:1,13 71:8 73:20 76:8 82:10 92:16 96:21 99:15 100:23,23 101:21 102:13 102:16 104:3 105:19 106:3 110:18,24 117:2 118:23 121:10,15 122:8 123:17 123:20 125:12 125:14,20 126:11 127:14 129:6 130:17 133:9 134:7,12 136:21 140:23 143:3,19 145:15,16 146:4,19 147:23 148:17 158:16 161:13 162:24 163:13 164:15 165:12 165:15 166:19 169:11 171:22	176:9 177:13 180:6 <b>year</b> 10:14 11:12 35:1 81:1 158:6 <b>years</b> 11:16 12:14 13:5 37:12 89:9 99:23 141:19 147:21,24 155:4 157:8 166:23 <b>yep</b> 64:20 72:16 106:22 107:22 114:4 124:22 127:6 127:16 134:16 135:9,11,14,24 144:2 <b>young</b> 7:3,10 87:6 97:6,11 102:6 112:15 113:14 118:20 120:14 121:4 122:19 124:2 130:5 132:4 134:8,11 137:7 142:11 149:20 152:12 168:21 <b>young's</b> 99:1 <b>yup</b> 115:24
	<b>y</b>		<b>z</b>
	<b>y</b> 7:10 <b>y'all</b> 172:12		<b>zoom</b> 3:8 8:3 12:18 87:24 116:22,23

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.



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